

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

Department Of Transportation

STD 213 (rev 9/01)

Division Of Procurement And Contracts (DPAC) A&E Boiler Revision Date 03/21/17r

AGREEMENT NUMBER  
04A5077

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION (Hereinafter referred to as "Department" or "Caltrans")

CONSULTANT'S NAME

HDR Construction Control Corporation (Hereinafter referred to as "the Consultant")

2. The term of this Agreement is from 05/01/2017 or upon Caltrans approval, whichever is later, through 03/31/2020.

3. The maximum amount of \$5,000,000.00  
this Agreement is: Five Million Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits/attachments which are by this reference made a part of the Agreement.

Exhibit A – Scope Of Work And Deliverables	9 Pages
Exhibit B – Budget Detail And Payment Provisions	9 Pages
Exhibit C* – General Terms And Conditions 610 (GTC 610)	1 Page
Exhibit D – Special Terms And Conditions	27 Pages
Exhibit E – Additional Provisions	10 Pages
Exhibit F – Prevailing Wage Requirements	7 Pages
Attachment 1 – Scope Of Work	45 Pages
Attachment 1a- Proposed Caltrans Projects	1 Pages
Attachment 2 – Cost Proposal	31 Pages
Attachment 3 – Sample Task Order Format	5 Pages
Attachment 4 – DBE Participation (form ADM-0227F A&E)	1 Page
Attachment 5 – Disadvantaged Business Enterprises Utilization Report (form ADM-3069)	2 Pages
Attachment 6 – Copy of HDR Construction Control Corporation's SOQ	265 Pages
Attachment 7 – Davis-Bacon Federal Prevailing Wage Determination	63 Pages

Items shown with an Asterisk (\*) are hereby incorporated by reference and made part of this Agreement as if attached hereto.  
These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

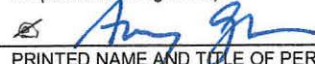
**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR (herein referred to as "the Consultant")**

CONSULTANT'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

HDR Construction Control Corporation

BY (Authorized Signature)



DATE SIGNED (Do not type)

4/26/17

PRINTED NAME AND TITLE OF PERSON SIGNING

AMY GILLERAN, SENIOR VICE PRESIDENT

ADDRESS

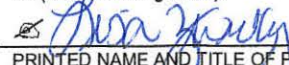
1111 Broadway, Suite 1670  
Oakland, CA 94607

**STATE OF CALIFORNIA**

AGENCY NAME

Department of Transportation

BY (Authorized Signature)



DATE SIGNED (Do not type)

4/28/17

PRINTED NAME AND TITLE OF PERSON SIGNING

Esther Morris, Assistant Division Chief

ADDRESS

Division of Procurement and Contracts, MS 65  
1727 30<sup>th</sup> Street  
Sacramento, CA 95816

California Department of General Services  
Use Only

☒ Exempt per: PCC 10430(d)

EXHIBIT A  
SCOPE OF WORK AND DELIVERABLES

I. SCOPE OF WORK

- A. The Consultant shall perform on-call consultation, research, professional and technical services required for Construction Engineering, Construction Scheduling and Construction Inspection Support Services.
- B. The work to be performed under this Agreement is described in Attachment 1.
- C. The services shall be performed at Caltrans District 4 - North Bay.
- D. CONFLICT OF INTEREST SUPPORT WORK
  - 1. For services in which the Consultant cannot perform the work free of conflict of interest as defined in this Agreement, the Consultant agrees that Caltrans may obtain these services from another qualified Consultant, whose contract includes the same scope of work, or in any other manner permitted by law.
  - 2. Caltrans may require the Consultant to perform work as described herein but located outside the geographic limits of this Agreement when the consultant contractor for another Caltrans District cannot perform the work free of conflict of interest. For such work, Caltrans will select a consultant to perform the same work by assignment of a Task Order in the following order of priority:
    - a. The consultant contract covers the same District, but not the same geographic area as this Agreement;
    - b. The consultant contract covers the closest area geographically to the geographic jurisdiction of this Agreement;
    - c. The consultant contract covers the next closest area geographically to the geographic jurisdiction of this Agreement; and so on.
  - 3. Should the consultant for priority number 1 not exist or be unable to perform the work free of conflict of interest, then Caltrans shall select the consultant for priority number 2 to perform the work, and so on.

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- E. This Agreement will commence on May 01, 2017 or upon approval by Caltrans, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. The Consultant shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on March 31, 2020. The services shall be provided during working hours, Monday through Friday, except holidays or as stipulated in Task Orders. The parties may amend this Agreement as permitted by law.
- F. All inquiries during the term of this Agreement will be directed to the project representatives identified below:

THE DEPARTMENT	THE CONSULTANT
Caltrans Contract Manager: Catalino Nicolas	Consultant Contract Manager: Jason Tom
District/Division:	Office/Branch:
Address: 111 Grand Ave. Oakland, CA 94612	Address: 1111 Broadway, Suite 1670 Oakland, CA 94607
Phone: 510-286-7188	Phone: 510-229-0854
Fax: 510-622-5460	Fax: 510-285-1124
e-mail: catalino.nicolas@dot.ca.gov	e-mail: Jason.Tom@hdrinc.com

G. Work Guarantee

Caltrans does not guarantee, either expressly or by implication, that any work or services will be required under this Agreement.

H. Licenses and Permits

1. The Consultant shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
2. In the event the Consultant fails to keep in effect at all times all required license(s) and permit(s), Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

EXHIBIT A  
SCOPE OF WORK AND DELIVERABLES

II. TASK ORDER

- A. Specific projects will be assigned by the Caltrans Contract Manager to the Consultant through issuance of Task Orders describing in detail the services to be performed. See sample Task Order format, Attachment 3.
- B. After a project to be performed under this Agreement is identified by Caltrans, Caltrans will prepare a draft Task Order, and a separate cost estimate. The draft Task Order will identify (with specificity):
  - 1. The purpose or goal of the Task Order, including the duties (if any) that are identified with Caltrans Work Breakdown System/Work Breakdown Structure (WBS) activity codes.
  - 2. The scope of services.
  - 3. The expected results.
  - 4. The project deliverables.
  - 5. The performance criteria or performance tests for the services (which demonstrate that the project deliverables and schedule to submit deliverables satisfy the purpose or goal of the Task Order).
  - 6. The performance period, the Task Order term, project schedule, and/or due dates for milestones/deliverables.
  - 7. Any milestone or tollgate deliverables (including, but not limited to, any deliverables that shall be delivered and accepted prior to subsequent work being performed).
  - 8. The Contract Number, the Caltrans Contract Manager, the Task Order Number, the Caltrans Project Coordinator, and the Requestor.
- C. Task Order Assignment Process:
  - 1. The draft Task Order will be delivered to the Consultant for review. The Consultant shall return the draft Task Order to the Caltrans Contract Manager within no more than three (3) calendar days after receipt unless the time frame is extended by the Caltrans Contract

EXHIBIT A  
SCOPE OF WORK AND DELIVERABLES

Manager. The draft Task Order returned to Caltrans shall clarify the purpose or goal, deliverables, expected results, and project schedule, or other items.

2. The Consultant shall also provide a cost estimate, including, at a minimum, the names of the individuals proposed for work on the individual tasks, the individuals' classifications, the duties the individuals shall perform along with the Caltrans activity codes (WBS) for such duties, a written estimate of the number of hours per staff person under each duty or activity, any anticipated reimbursable expenses, an estimate of DBE or DVBE utilization under each individual task, and total dollar amount, which shall be based on rates in the Consultant's Cost Proposal, Attachment 2. The Consultant agrees that each cost estimate shall be the product of a good faith effort exercise of engineering judgment. The schedule for Task Orders shall be identified in the Task Order. No Task Order will be written with a term that extends beyond the expiration date of this Agreement.
3. Task Orders may be negotiated for a Firm Fixed Price or for specific rates of compensation, both of which must be based on the labor and other rates set forth in the Consultant's Cost Proposal, Attachment 2.
4. After agreement has been reached on the Task Order items, the finalized Task Order shall be signed by both Caltrans and the Consultant. If Caltrans and the Consultant are unable to reach agreement, Caltrans may terminate this Agreement in accordance with the provisions of Exhibit D, section III, Termination. Task Orders are not valid until approved by Caltrans and subsequently signed by both parties. No payment shall be due or made for any work performed on an unsigned Task Order, and Caltrans shall not pay for any work described on the unsigned Task Order.
5. Once the parties reach agreement, each Task Order shall be signed first by the Consultant Contract Manager, and subsequently, by the Caltrans Contract Manager, the Caltrans Functional Manager, and the Caltrans Task Order Manager. A Task Order is of no force or effect until returned to Caltrans and signed by an authorized representative of Caltrans.

EXHIBIT A  
SCOPE OF WORK AND DELIVERABLES

- D. The Consultant shall only perform work that is authorized and described in a written Task Order that has been signed by the parties and approved by Caltrans. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by Caltrans. No payment will be made for any work performed prior to approval or after the expiration date of the Task Order.
- E. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- F. The total amount payable by Caltrans for an individual Task Order shall not exceed the amount set forth in the Task Order. Task Orders and/or Task Order amendments require written agreement by the Consultant and Caltrans and approval by the Caltrans Contract Manager.
- G. If applicable, when a subsequent agreement for the same or similar scope of work is executed within three (3) months prior to the termination of this Agreement, no additional Task Orders shall be executed under this Agreement upon the effective date of the subsequent agreement.
- H. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- I. All personnel to be used in the Task Order (by name or job classification) shall only be individuals identified in the Consultant's Cost Proposal unless a substitution of personnel has been approved in advance by the Caltrans Contract Manager as set forth in the "General Requirements" section of Attachment 1.
- J. At the Caltrans Contract Manager's direction, the Caltrans Task Order Manager shall assist the Caltrans Contract Manager in the monitoring and verification of the Consultant's performance and deliverables. The Caltrans Contract Manager shall have the ultimate responsibility and authority to verify the Consultant's performance, cost, schedule, and deliverables, and verification that the acceptance and performance criteria and/or performance tests are satisfied. The Caltrans Contract Manager shall verify that the acceptance and performance criteria and/or performance tests are satisfied prior to written acceptance for payment.

EXHIBIT A  
SCOPE OF WORK AND DELIVERABLES

- K. The following items shall be included in Task Orders:
  - 1. The Consultant employee's headquarters and/or primary residence as defined in the Caltrans Travel Guide shall be identified in the Task Order for travel purposes or for the purpose of determining appropriate travel reimbursement.
  - 2. The Caltrans Contract Manager's prior written approval is required for all domestic or international travel.
- L. The Consultant shall notify Caltrans at least forty-eight (48) hours before fieldwork is to begin, unless otherwise specified in the Task Order.
- M. Schedule of Performance and Time Requirements/Task Order Schedules
  - 1. Task Orders shall be issued and executed throughout the duration of this Agreement. Task Orders shall be completed in the timeframe identified in the Task Order and prior to the expiration of this Agreement.
  - 2. Services and deliverables identified in a Task Order shall be completed and delivered in the time required by the respective Task Order and in accordance with the terms of this Agreement.
- N. Additional standards related to the Scope of Work in this Agreement for specific work may be included in the Task Order. If such additional standards conflict with the standards specified in this Agreement, the standards specified in this Agreement shall prevail over the Task Order standards.
- O. The Consultant shall make every effort to choose the most cost effective alternatives while performing the work under this Agreement. Utilizing the most cost-effective alternatives includes, but is not limited to, personnel assignments, overtime, travel, per diem and any reimbursable Other Direct Cost (ODC) items. Cost effectiveness without sacrificing quality is of paramount importance.

EXHIBIT A  
SCOPE OF WORK AND DELIVERABLES

- P. The Caltrans Contract Manager has the sole authority and responsibility to make and approve amendments and revisions to the Scope of Work, schedule, cost or deliverables in a Task Order.

III. CONSULTANT REPORTS AND/OR MEETINGS

A. Monthly Progress Report

1. The Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the Caltrans Contract Manager to determine if the Consultant is performing to expectations and is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so remedies can be developed. Separate detail shall be provided for each on-going Task Order.
2. The Consultant shall submit a progress report for each Task Order to the Caltrans Contract Manager in coordination with the Caltrans Task Order Manager on or prior to the first (1<sup>st</sup>) day of each month during which the Task Order is active. The Caltrans Contract Manager may alter the submittal date of the report to coordinate with the Consultant's administrative processes. This report shall contain the following elements:
  - a. Time frame of the reporting period.
  - b. Work completed in the reporting period (activities and accomplishments).
  - c. Work to be completed in the time period after the reporting period.
  - d. Total amount of Task Order authority.
  - e. Expenditures in this progress report period.
  - f. Total expenditures to date.
  - g. Total expended but not yet invoiced to Caltrans.
  - h. Remaining Task Order authority.
  - i. For each milestone, task and deliverable:
    - (1) The budgeted cost.
    - (2) The actual cost to date.



EXHIBIT A  
SCOPE OF WORK AND DELIVERABLES

- (3) The actual cost to date as a percent of the budgeted cost.
  - (4) The percent of the milestone/task/deliverable that has been completed.
  - (5) A schedule of Task Order milestones (including tollgate milestones), the current status of progress toward each milestone (including, but not limited to, on schedule, off schedule with correction in place, or out of schedule with no current correction), and a schedule of deliverables.
  - (6) The total number of hours worked by the Consultants' and Subconsultants' personnel by use of the Caltrans Work Breakdown Structure (WBS) level element(s). The WBS is included in the Guide to Project Delivery Workplan Standards, which can be found at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.
  - j. Projected travel costs for the time period after the reporting period with detail about the personnel involved, the purpose of the travel, location of travel and the cost.
  - k. Comments about other issues that may impact the Task Order's services (e.g. a staff shortage that may delay the timely completion of a deliverable) or cost.
  - l. If applicable, progress reports shall include actual DBE or DVBE participation on a monthly and cumulative basis.
  - 3. When applicable, progress reports shall indicate an estimated percentage of work completed and a corresponding estimate of budget spent for work deliverables. The estimate of work completion and budget spent shall be for the same time period.
  - 4. Monthly Progress Reports shall cover the same time period as the monthly invoices.
- B. Meetings
- 1. The Consultant's Contract Manager shall meet with the Caltrans Contract Manager, in person or via teleconference, a minimum of once per month or an "as needed" basis as determined by the Caltrans

EXHIBIT A  
SCOPE OF WORK AND DELIVERABLES

Contract Manager to review and discuss procedures and progress on the Agreement.

2. The Consultant Contract Manager shall be responsible for drafting of the minutes of the meetings and submitting them to the Caltrans Contract Manager within one (1) week of the meeting for review and comment. The Consultant Contract Manager shall distribute a final version of meeting minutes within two (2) calendar days of final approval. The minutes/notes shall indicate issues discussed and the resolution of issues and/or the required action items.
3. Project Coordination Meetings (focus meetings) may be called by Caltrans or the Consultant at any time that any party requires discussion of Project issues. The Consultant shall prepare the minutes of the meeting and submit them to Caltrans three (3) calendar days after the meeting.
4. Prior to completion of the Agreement, the Consultant shall hold a final meeting with the Caltrans Contract Manager to present findings, conclusions, and recommendations and shall submit a comprehensive final report on the Task Orders in the Agreement, as applicable.

EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS

I. FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to Caltrans by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Caltrans has the option to terminate the Agreement under the 30-day termination clause pursuant to Exhibit D, section III.
- E. Pursuant to Government Code, Section 927.13(d), no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.

II. COMPENSATION AND PAYMENT

- A. The Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's Cost Proposal, (See Attachment 2). The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These

EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS

rates are not adjustable for the performance period set forth in this Agreement.

- B. In addition, the Consultant will be reimbursed for direct costs, other than salary costs, that are identified in an executed Task Order.
- C. Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. The Consultant is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.
- D. A mistake, inadvertence, or neglect by the Consultant in failing to pay the correct rates of prevailing wage will be remedied solely by the Consultant and will not, under any circumstances, be considered as the basis of a claim against Caltrans on the Agreement.
- E. In compliance with 49 CFR 26.37, a Disadvantaged Business Enterprises Utilization Report (form ADM-3069) is required, as specified in this Agreement.
  - 1. The Consultant shall submit a Disadvantaged Business Enterprises Utilization Report (form ADM-3069), Attachment 5, with each invoice. Also refer to Exhibit D, Special Terms and Conditions.
  - 2. Failure to provide the Disadvantaged Business Enterprises Utilization Report (form ADM-3069) with the invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory Disadvantaged Business Enterprises Utilization Report (form ADM-3069) is approved by the Caltrans Contract Manager.
- F. Transportation and subsistence costs to be reimbursed shall be the actual costs incurred, but not to exceed the rates stipulated in the "Caltrans Travel Guide, Consultant/Contractors Travel Policy." See <http://www.dot.ca.gov/hq/asc/travel/ch12.htm>. When prevailing wages apply to the services described in Attachment 1, transportation and subsistence costs shall be reimbursed at the minimum rates set by the

EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS

Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

- G. Progress payments:
1. Progress payments will be made monthly in arrears based on services provided at specific hourly rates and allowable direct cost incurred for Task Orders negotiated with specific rates of compensation. Progress payments for Firm Fixed Price Task Orders will be based on the percentage of work completed.
  2. To determine allowable incurred Subconsultant costs that are eligible for reimbursement, in addition to reimbursement for actual costs that are incurred, Caltrans will allow Subconsultant costs that are treated by the Consultant as accrued due to such costs having been billed to the Consultant and recognized by the Consultant and Caltrans as valid, undisputed, due and payable.
  3. By submitting accrued but unpaid Subconsultant costs for reimbursement, the Consultant agrees that within ten (10) days of receipt of reimbursement, the full amount submitted as a reimbursable accrued Subconsultant cost shall be paid to the Subconsultant.
- H. The Consultant shall not commence performance nor will payment be made for any work performed prior to approval of this Agreement by State and written notification to proceed has been issued by the Caltrans Contract Manager, nor will any payment be made for work performed after the expiration date of this Agreement.
- I. The Consultant will be reimbursed in arrears for services satisfactorily rendered and approved by the Caltrans Contract Manager, as promptly as fiscal procedures will permit upon receipt by the Caltrans Contract Manager of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order.
- J. Invoices shall be submitted showing the Caltrans Work Breakdown Structure (WBS) level element for each billable hour increment and/or detail of work performed on each milestone, on each project as

EXHIBIT B  
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applicable. Task Orders and invoicing shall include, but are not limited to, the Work Breakdown Structure (WBS) elements listed in Attachment 1 for defined/related services and products. The WBS is included in the Guide to Project Delivery Workplan Standards, which can be found at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>. Incomplete invoices shall be returned unpaid to the Consultant for correction. Caltrans shall not pay disputed portions of invoices.

- K. When prevailing wage rates apply, the Consultant must submit with each invoice a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Caltrans Contract Manager.
- L. The sample invoice format can be found at <http://www.dot.ca.gov/hq/dpac/aeinfo.htm>. Invoices shall reference this Agreement number, project title, and Task Order number. Invoices shall be submitted no later than 45 calendar days after completion of each billing period. Any credit, as provided under this Agreement, due Caltrans must be reimbursed by the Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to the Caltrans Contract Manager or Consultant Service Unit at the following address:

DEPARTMENT OF TRANSPORTATION  
Consultant Services Unit / MS 7B  
Attention: Catalino Nicolas  
111 Grand Ave.  
Oakland, CA 94612

- M. Task Orders will be encumbered with various types of funding. 49 CFR 18.23 requires that federal funds must be expended within 90 days of the expiration of the funding period. In addition, the encumbrances for state and local funds can be lost if not expended within specified time frames. Accordingly, the invoices for approved monthly services must be submitted by the Consultant and received by the Caltrans Contract Manager within 45 calendar days of the completion of the approved monthly services specified in each Task Order so that encumbered funds can be expended. If Caltrans does not receive invoices from the Consultant by the required deadline, and this results in a loss of funding,

EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS

Caltrans will reduce the payment on the invoices in the amount of the loss.

- N. The final Task Order invoice shall state the final cost and all credits due Caltrans. The final invoice should be submitted within 60 calendar days after Caltrans Contract Manager notifies the Consultant Contract Manager of completion of the services. Should Caltrans dispute any of the costs billed in the final Task Order invoice, Caltrans shall pay the undisputed portions of the invoice as provided in this Section II. Caltrans will not pay for charges that are in dispute until final resolution of the cost-related disputes.
- O. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
- P. The total amount payable by Caltrans, for all Task Orders resulting from this Agreement, shall not exceed \$5,000,000.00. It is understood and agreed that this total is an estimate, and that the actual amount of work requested by Caltrans may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement through Task Orders. In no event shall Task Orders be issued that will exceed this maximum.
- Q. Any written report prepared as a requirement of this Agreement shall contain, in a separate section of such written report, the number and dollar amounts of all agreements and subagreements relating to the preparation of those reports if the combined costs for work by nonemployees of the State exceed \$5,000.00.
- R. Prime Consultant's Indirect Cost Rates (ICR) indicated in Attachment 2, Cost Proposal, are based on 48 CFR, Part 31.
- S. Attachment 2, Cost Proposal, is subject to a Certified Public Accountant (CPA) Indirect Cost (Overhead) Audit Workpaper Review and/or audit. Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. Attachment 2 shall be adjusted by the Consultant and approved by the Caltrans Contract Manager to conform to the Workpaper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

the Consultant to incorporate the Workpaper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement, per Exhibit D, section III.

1. During a Caltrans' review of the indirect cost rate (ICR) audit workpapers created by a Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, Caltrans will reimburse the Consultant at a provisional ICR until a FAR compliant ICR [e.g. 48 CFR, Part 31; GAGAS (Generally Accepted Audited Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the AASHTO Audit Guide; and other applicable procedures and guidelines] is received and approved by Caltrans. Provisional rates will be as follows:
  - a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
  - b. If the proposed rate is between 150% and 200% - the provisional rate reimbursed will be 85% of the proposed rate.
  - c. If the proposed rate is greater than 200% - the provisional rate reimbursed will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant approval letter per paragraph S.1. above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
3. If the Consultant fails to comply with the provisions of this Section S, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted,



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overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph S.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

4. The Consultant may submit to Caltrans a final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this Agreement has been completed to the satisfaction of Caltrans; and, (3) Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to Caltrans no later than 60 days after occurrence of the last of these three items.

The provisional ICR will apply to this contract and all other contracts executed between Caltrans and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

- T. Caltrans, at its sole discretion, may review and/or audit and approve either the Independent CPA's ICR documentation for the Consultant, or the Consultant's and/or Subconsultants' in-house developed ICRs at any time before the execution of this Agreement, while this Agreement is in effect, or after expiration of this Agreement up to the time limit set forth in Exhibit D, section XII, Retention of Records/Audits.
- U. Limitations: Use of the rate(s) contained in this Agreement is subject to any statutory or administrative limitations and is applicable to a given contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following conditions:
  1. That no costs other than those incurred by the Consultant or allocated to the Consultant were included in its indirect cost pool as finally accepted and that such costs are legal obligations of the Consultant and allowable under the governing cost principles.
  2. That the same costs that have been treated as indirect costs have not been claimed as direct costs.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

3. That similar types of costs have been accorded consistent accounting treatment to all clients (state, federal, local government, commercial/private) under similar circumstances, and
4. That the information provided by the Consultant which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate.

The elements of indirect cost and the type of distribution base(s) used in computing provisional rates are subject to revision when final rates are established. Also, the rates cited in this Agreement are subject to audit.

- V. At the discretion of Caltrans, the indirect cost rate(s) and related Independent CPA workpapers may be reviewed by Caltrans Division of Audits & Investigations (A&I) to verify the accuracy and the CPA's compliance with 48 CFR, Part 31 and related laws and regulations, compliance with Government Auditing Standards, and to determine if the audit report format is acceptable.
- W. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

**III. COST PRINCIPLES**

- A. The Consultant agrees that Title 48 Code of Federal Regulations (CFR), Part 31, Contract Cost Principles and Procedures (48 CFR 31 et seq.), shall be used to determine the allowability of individual terms of cost.
- B. The Consultant also agrees to comply with Federal procedures in accordance with Title 2, Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
- C. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the Consultant to Caltrans.
- D. When a Consultant or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2, Code of

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

- E. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all the provisions of this clause.

EXHIBIT C  
GENERAL TERMS AND CONDITIONS

NOTE: In this Exhibit C – GTC 610, the General Terms and Conditions are included in this Agreement by reference and made part of this Agreement as if attached hereto. See <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

The following language is to be included in lieu of the Standard Indemnification Clauses used in DGS GTC – 610 General Terms and Conditions.

Indemnification

The Consultant agrees to indemnify, defend, and hold harmless Caltrans, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent or intentional acts, errors, or omissions of the Consultant. The Consultant will reimburse Caltrans for any expenditure, including reasonable attorney fees, incurred by Caltrans in defending against claims ultimately determined to be due to negligent or intentional acts, errors, or omissions of the Consultant.

EXHIBIT D  
SPECIAL TERMS AND CONDITIONS

I. AMENDMENT (CHANGE IN TERMS)

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in Agreement is binding on any of the parties.
- B. The Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the Caltrans Contract Manager.
- C. There shall be no change in the Consultant's Contract Manager or members of the project team, as listed in the cost proposal, which is a part of this Agreement, without prior written approval by the Caltrans Contract Manager. If the Consultant obtains approval from the Caltrans Contract Manager to add or substitute personnel, the Consultant must provide the Personnel Request Form, a copy of the SF330 or resume for the additional or substituted personnel, along with a copy of the certified payroll for that person.

II. DISPUTES

- A. The Consultant shall continue with the responsibilities under this Agreement during any work dispute. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of the Caltrans Contract Manager and the Caltrans Contract Officer who may consider written or verbal information submitted by the Consultant.
- B. Any dispute not resolved by the committee consisting of the Caltrans Contract Manager and Caltrans Contract Officer may be reviewed by the Consultant Claims Review Committee (CCRC). The CCRC will consist of the Division Chief of Project Delivery (Chairperson), Deputy Director of Administration and the Chief Counsel of Legal Services or their designees. Additional members or their designees may serve on the committee.

EXHIBIT D  
SPECIAL TERMS AND CONDITIONS

- C. No later than 30 calendar days after Caltrans Contract Manager notifies the Consultant Contract Manager that all work under the Agreement has been completed, the Consultant may request review by the CCRC of claims or disputes that are not resolved by the Caltrans Contract Manager and Caltrans Contract Officer under subsection II.A. above. The request for review will be submitted in writing through the Caltrans Contract Officer to the Chairperson, CCRC. A meeting by the CCRC will be scheduled after the Chairperson concurs. After the meeting, the CCRC will make recommendations to the Deputy Director of the functional program area, who will make the final decision for Caltrans.
- D. Neither the pendency of a dispute nor its consideration by the committee will excuse the Consultant from full and timely performance in accordance with the terms of this Agreement.

III. TERMINATION

This section regarding termination is in addition to GTC 610.

- A. Caltrans reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Consultant, any Subconsultant, and by extension, the Consultant's Independent CPA, or upon 30 calendar days written notice to the Consultant if terminated for the convenience of Caltrans.
- B. Caltrans may terminate this Agreement and be relieved of any payments except as provided for under early termination should the Consultant fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, Caltrans may proceed with the work in any manner deemed proper by Caltrans. All costs to Caltrans shall be deducted from any sum due the Consultant under this Agreement and the balance, if any, shall be paid to the Consultant upon demand.

IV. EARLY TERMINATION OF THIS AGREEMENT OR TASK ORDER(S),  
OR SUSPENSION OF THIS AGREEMENT

General Conditions

EXHIBIT D  
SPECIAL TERMS AND CONDITIONS

- A. In the event this Agreement is terminated, suspended, or a Task Order is terminated for the convenience of Caltrans, the Consultant shall be paid for the percentage of the work completed, relative to the total work effort called for under this Agreement, and for termination costs. No billable costs will be considered payable under the Agreement during suspension.
- B. Within 30 calendar days of the date the Consultant is notified of the early termination of Task Order(s) issued against this Agreement for the convenience of Caltrans, the Consultant shall prepare and submit to the Caltrans Contract Manager, for approval, two (2) separate supplemental cost proposals:
  - 1. A final revised cost proposal for all project-related costs for the revised termination date, and
  - 2. A cost proposal specifically addressing the termination settlement costs only.

V. CONSULTANT'S DELIVERABLES UNDER EARLY TERMINATION

The Consultant shall provide all project-related documents and correspondence required as part of the Scope of Work/Deliverables or included in Task Orders. Project-related documents shall be described, listed, and identified as part of the final revised cost proposal. Project-related documents shall include all documents that are in complete and final form and which have been accepted as complete by Caltrans, or documents in draft and/or incomplete form for those deliverables, which are in progress by the Consultant and have not been accepted as complete. All documents must be received and accepted before the settlement cost invoice is paid.

VI. INVOICE SUBMITTAL UNDER EARLY TERMINATION

Separate final invoices for project-related costs and termination settlement costs shall be submitted no later than 30 calendar days after the date the Consultant is notified of acceptance of the final cost proposals by the Caltrans Contract Manager. Invoices shall be submitted in accordance with EXHIBIT B. The invoice for termination settlement costs shall include the following, to the extent they are applicable: lease termination costs for equipment and

**EXHIBIT D  
SPECIAL TERMS AND CONDITIONS**

facilities approved under the terms of this Agreement; equipment salvage costs for equipment valued over \$500.00; rental costs for unexpired leases, less the residual value of the lease; cost of alterations and reasonable restorations required by the lease; settlement expenses, e.g., accounting, legal, clerical, storage, transportation, protection and disposition of property acquired or produced under this Agreement, indirect costs, such as payroll taxes, fringe benefits, occupancy costs, and immediate supervision costs related to wages and salaries, incurred as settlement costs.

**VII. TERMINATION ISSUES FOR SUBCONSULTANTS, SUPPLIERS, AND SERVICE PROVIDERS**

The Consultant shall notify any Subconsultant and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any Subconsultant and service or supply vendor shall result in the Consultant being liable for the termination costs incurred by any Subconsultant and service or supply vendor for work performed under this Agreement, except those specifically agreed to in the termination notice to the Consultant.

**VIII. COST PRINCIPLES UNDER EARLY TERMINATION**

Termination settlement expenses will be reimbursed in accordance with 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31. Subpart 31.205-42 (c) dealing with initial costs is not applicable to Architectural and Engineering Agreement terminations.

**IX. DISPUTES UNDER EARLY TERMINATION CONDITIONS**

Disputes under early termination conditions shall be resolved in accordance with this Exhibit.

**X. CONSULTANT CLAIMS AGAINST THIS AGREEMENT OR TASK ORDER(S) UNDER EARLY TERMINATION**

The Consultant agrees to release Caltrans from any and all further claims for services performed arising out of this Agreement or its early termination, upon acceptance by the Consultant of payment in the total amount agreed upon as



EXHIBIT D  
SPECIAL TERMS AND CONDITIONS

full and final payment of its costs from performance and early termination of this Agreement or Task Order(s).

XI. NON-DISCRIMINATION

This section regarding non-discrimination is in addition to GTC 610.

- A. During the performance of this Agreement, the Consultant and its Subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Consultant shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. The Consultant shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- C. The Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than twenty four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Caltrans shall require to ascertain compliance with this clause.

EXHIBIT D  
SPECIAL TERMS AND CONDITIONS

- D. The Consultant and its Subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. Appendix A, relative to nondiscrimination on federally assisted projects, is attached hereto and made a part of this Agreement. (See section XXXIV of this Exhibit D.)
- F. Appendix E, relative to nondiscrimination on federally assisted projects, is attached hereto and made a part of this Agreement. (See section XXXV of this Exhibit D.)
- G. The Consultant shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21 and 23 CFR Part 200 are applicable to this Agreement by reference.
- H. The Consultant shall include the nondiscrimination and compliance provisions of this clause in all subagreements to perform work under this Agreement.

XII. RETENTION OF RECORD/AUDITS

- A. For the purpose of determining compliance with Government Code Section 8546.7, the Consultant, Subconsultants, and Caltrans shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the Consultant's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. Caltrans, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Consultant, Subconsultants, and the Consultant's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review,

EXHIBIT D  
SPECIAL TERMS AND CONDITIONS

excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

- B. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all the provisions of this clause.

XIII. SUBCONTRACTING

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any Subconsultants, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the State for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its Subconsultants is an independent obligation from the State's obligation to make payments to the Consultant.
- B. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the Caltrans Contract Manager, except that which is expressly identified in the Consultant's Cost Proposal.
- C. Any subagreement in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to Subconsultants unless otherwise noted.
- D. Contractor shall pay its Subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the State.
- E. Any substitution of Subconsultants must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute Subconsultant.

EXHIBIT D  
SPECIAL TERMS AND CONDITIONS

XIV. EQUIPMENT PURCHASE

- A. Prior authorization in writing by the Caltrans Contract Manager shall be required before the Consultant enters into any non-budgeted purchase order or subagreement exceeding \$500.00 for supplies, equipment, or Consultant services. The Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in the Consultant's Cost Proposal and exceeding \$500.00, with prior authorization by the Contract Manager, three (3) competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.
- C. The Consultant shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one (1) year or more and an approximate unit price of \$5,000.00 or more. In addition, theft-sensitive items of equipment costing less than \$5,000.00 shall be inventoried. A copy of the inventory record must be submitted to Caltrans on request by Caltrans.
- D. Any equipment purchased by the Consultant will be returned to Caltrans at the end of this Agreement or, if not returned to Caltrans, it will be disposed of as agreed to by both parties. Both Caltrans and Consultant agree to comply with State Administrative Manual, Section 3520, Disposal of Surplus Personal Property, if Caltrans determines that Caltrans will not retain the equipment.
- E. 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the project.

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- F. Any subagreement entered into as a result of this Agreement shall contain all the provisions of this clause.

XV. INSPECTION OF WORK

The Consultant and any Subconsultants shall permit Caltrans and the FHWA to review and inspect the project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

XVI. SAFETY

- A. The Consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the District Safety Officer and other State representatives. The Consultant's personnel shall wear white hard hats and orange safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, Caltrans has determined that within such areas as are within the limits of the project and are open to public traffic, the Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. The Consultant or Subconsultant(s) must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s) as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practice, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.
- D. Any subagreement, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

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XVII. INSURANCE

A. The Consultant shall furnish to Caltrans Certificates of Insurance for the minimum coverage set forth below. The Consultant shall be fully responsible for all policy deductibles and any self-insured retention. All insurance shall be with an insurance company with an A.M. Best's Financial Strength Rating of A- or better with a Financial Size Category of VI or better.

B. Required Coverages and Limits:

1. Workers Compensation (statutory) and Employers Liability Insurance:

\$1,000,000 for bodily injury for each accident

\$1,000,000 policy limit for bodily injury by disease

\$1,000,000 for each employee for bodily injury by disease

If there is an exposure of injury to the Consultant's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

If work is performed on State owned or controlled property the policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided in addition to the certificate of insurance.

2. Commercial General Liability Insurance with limits no less than:

\$1,000,000 per occurrence

\$2,000,000 products completed operations aggregate

\$2,000,000 general aggregate

EXHIBIT D  
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The policy's general aggregate shall apply separately to the consultant's work under this Agreement by evidencing a per project aggregate endorsement separately attached to the certificate of insurance.

The policy shall include coverage for liabilities arising out of premises, operations, independent consultants, products, completed operations, personal & advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Consultant's limit of liability. The policy must include:

Caltrans, State of California, its officers, agents, employees and servants are included as additional insureds, but only with respect to work performed under this Agreement.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

3. Automobile liability, including owned, non-owned and hired autos, with limits not less than \$1,000,000 combined single limit per accident. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.
4. A \$1,000,000 umbrella or excess liability shall include premises/operations liability, products/completed operations liability, and auto liability coverage. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
5. Professional Liability insurance with limits no less than:  
  
\$1,000,000 per claim  
  
\$2,000,000 in the aggregate

EXHIBIT D  
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The policy's retroactive date must be shown on the certificate and must be before this contract is executed or before the beginning of contract work.

Additionally, the consultant shall maintain, or make a good faith effort to maintain, the Professional Liability insurance for a period of three (3) years after its performance under this Agreement.

- C. The insurance above shall be maintained in effect at all times during the term of this Agreement. If the insurance expires during the term of the Agreement, a new certificate must be submitted to the Caltrans Contract Manager not less than ten (10) days prior to the expiration of insurance. Failure to maintain the required coverage shall be sufficient grounds for Caltrans to terminate this Agreement for cause, in addition to any other remedies Caltrans may have available. Inadequate or lack of insurance does not negate the Consultant's obligations under the Agreement.
- D. The Consultant shall provide to the Caltrans Contract Manager within five (5) business days following receipt by Consultant a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Consultant fails to keep in effect at all times the specified insurance coverage, Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
- E. Any required endorsements requested by Caltrans must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- F. Any required insurance contained in this Agreement shall be primary and not in excess of or contributory to any other insurance carried by Caltrans.
- G. Caltrans will not be responsible for any premiums or assessments on the policy.
- H. For Agreements with hazardous activities, new certificates of insurance are subject to the approval of DGS, and the Consultant agrees that no work or services shall be performed prior to such approval.



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- I. The Consultant shall require all Subconsultants to carry insurance based on the cost of the subcontract and the potential risk to Caltrans of the subcontracted work. Notwithstanding any coverage requirements for Subconsultants, the Consultant shall be responsible for ensuring sufficient insurance coverage for all work performed under the Agreement, including the work of Subconsultants.

XVIII. OWNERSHIP OF PROPRIETARY PROPERTY

For the purposes of this section (Ownership of Proprietary Property) the following definitions shall apply:

Work: As delineated in Attachment 1 (Scope of Work) of the Agreement.

Work Product: As defined as Deliverable in Attachment 1 (Scope of Work) of the Agreement, including but not limited to, all Work and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six (6) months after the termination thereof, which relates to the Work commissioned or performed under this Agreement.

Inventions: Any idea, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Consultant or jointly with the Consultant's Subcontractor and/or the Consultant's Subcontractor's employee's with one or more employees of the Department of Transportation (hereinafter referred to as "Caltrans"), during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

A. Ownership of Work Product and Rights

1. Ownership of Work Product

All Work Product derived by the Work performed by the Consultant, its employees or by any of the Consultant's Subcontractor's employees under this Agreement, shall be owned by Caltrans and shall be considered works made for hire by the Consultant's

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Subcontractor for Caltrans. Caltrans shall own all United States and international copyrights in the Work Product.

As such, all Work Product shall contain, in a conspicuous place, a copyright designation consisting of a “c” in a circle followed by the four-digit year in which the Work Product was produced, followed by the words “California Department of Transportation.” For example, a Work Product created in the year 2014 would contain the copyright designation © 2014 California Department of Transportation.

2. Vesting of Copyright Rights

Consultant, its employees or any of Consultant’s Subcontractor’s employees agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to Caltrans, its successors and assigns, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Consultant’s Subcontractor from Caltrans. From time to time upon Caltrans’ request, the Consultant’s Subcontractor and/or its employees shall confirm such assignments by execution and delivery of such assignments, confirmations or assignment, or other written instruments as Caltrans may request. Caltrans, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Work Product. Consultant hereby agrees to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the Work.

B. Inventions

1. Vesting of Patent Rights

The Consultant, its employees and any Consultant’s Subcontractor hereby agrees to assign to Caltrans, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority there under, and the same shall become and remain Caltrans’ property regardless

EXHIBIT D  
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of whether such protection is sought. The Consultant, its employees and Consultant's Subcontractor shall promptly make a complete written disclosure to Caltrans of each Invention not otherwise clearly disclosed to Caltrans in the pertinent Work Product, specifically pointing out features or concepts that the Consultant, its employees and Consultant's Subcontractor believes to be new or different. The Consultant, its employees and Consultant's Subcontractor shall, upon Caltrans' request and at Caltrans' expense, cause patent applications to be filed thereon, through solicitors designated by Caltrans, and shall sign all such applications over to Caltrans, its successors, and assigns. The Consultant, its employees and Consultant's Subcontractor shall give Caltrans and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as Caltrans may consider necessary or appropriate to carry out the intent on this Agreement.

2. Agency

In the event that Caltrans is unable for any reason whatsoever to secure the Consultant's, its employees' and/or Consultant's Subcontractor's signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), Consultant, its employees and Consultant's Subcontractor hereby irrevocably designates and appoints Caltrans and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on Consultant, its employees and Consultant's Subcontractor's behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks or patents thereon with the same legal force and effect as if executed by Consultant, its employees and/or Consultant's Subcontractor. Caltrans shall have no obligations to file any copyright, trademark or patent applications.

3. Avoidance of Infringement

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In performing services under this Agreement, Consultant and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Consultant or its employees becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Consultant or its employees shall immediately notify Caltrans in writing.

C. Additional Provisions

Subcontractors

Consultant shall affirmatively bind by contract any of its subcontractors or service vendors (hereinafter "Consultant's Subcontractor") providing services under this Agreement to conform to the provisions of Exhibit D, section XIX. Consultant's Subcontractor shall then provide the signed contract to the Consultant, who shall provide it to the Caltrans Contract Manager prior to the commencement of any work. In performing services under this Agreement, Consultant's Subcontractor agrees to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Consultant's Subcontractor becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Consultant's Subcontractor shall immediately notify the Consultant in writing, Consultant will then immediately notify Caltrans in writing.

XIX. OWNERSHIP OF DATA

- A. Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Agreement will automatically be vested in Caltrans and no further agreement will be necessary to transfer ownership to Caltrans. The Consultant shall furnish Caltrans all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine readable form, are

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intended for one-time use in the construction of the project for which this Agreement has been entered into.

- C. The Consultant is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by Caltrans of the machine readable information and data provided by the Consultant under this Agreement; further, the Consultant is not liable for claims, liabilities or losses arising out of, or connected with, any use by Caltrans of the project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by the Consultant.
- D. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XX. CLAIMS FILED BY CALTRANS CONSTRUCTION CONTRACTOR

- A. If claims are filed by the Caltrans construction contractor relating to work performed by the Consultant's personnel and additional information or assistance from the Consultant's personnel is required in order to evaluate or defend against such claims, the Consultant agrees to make its personnel available for consultation with Caltrans construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. The Consultant's personnel that Caltrans considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from Caltrans. Consultation or testimony will be reimbursed at the same rates, including travel costs, that are being paid for the Consultant's personnel services under this Agreement.
- C. Services of the Consultant's personnel in connection with Caltrans' construction contract claims will be performed pursuant to a written supplement, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.
- D. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

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XXI. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to Caltrans' operations, which is designated confidential by Caltrans and made available to the Consultant in order to carry out this Agreement, shall be protected by the Consultant from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion or public hearing held by Caltrans relating to this Agreement shall not authorize the Consultant to further disclose such information or disseminate the same on any other occasion.
- C. The Consultant shall not comment publicly to the press or any other media regarding this Agreement or Caltrans' actions on the same, except to Caltrans staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.
- D. The Consultant shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by Caltrans and receipt of Caltrans' written permission.
- E. All information related to the construction estimate is confidential and shall not be disclosed by the Consultant to any entity, other than Caltrans.
- F. Any subagreement, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XXII. STANDARD OF CARE

Consultant represents that it possesses all necessary training, licenses, experience, and certifications to perform the Scope of Work, and shall perform all services in accordance with the degree of skill and care ordinarily used by competent practitioners of the same professional discipline under similar circumstances, and localities, taking into consideration the contemporary state of the practice and the project conditions.

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XXIII. EVALUATION OF CONSULTANT

The Consultant's performance will be evaluated by Caltrans. A copy of the evaluation will be sent to the Consultant for comments. The evaluation, together with the comments, shall be retained by Caltrans.

XXIV. STATEMENT OF COMPLIANCE

The Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

XXV. DEBARMENT AND SUSPENSION CERTIFICATION

- A. The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
  2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
  3. Does not have a proposed debarment pending; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to Caltrans. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining bidder responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

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XXVI. CONFLICT OF INTEREST

- A. During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with Caltrans or the California Transportation Commission that may have an impact upon the outcome of this Agreement or any ensuing Caltrans construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing Caltrans construction project which will follow.
- B. The Consultant hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- C. The Consultant further certifies that neither the Consultant, nor any firm affiliated with the Consultant, will bid on any construction contract included within this Agreement. Additionally, the Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this Agreement.
- D. Except for Subconsultants whose services are limited to materials testing, no Subconsultant who is providing service on this Agreement shall have provided services on the design of any project included within this Agreement.
- E. All consultant personnel are required to complete security and privacy awareness training each year. See <http://itsecurity.dot.ca.gov/training>.
- F. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XXVII. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any state agency employee. For breach or violation of this warranty, Caltrans shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or



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to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

XXVIII. PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING

- A. The Consultant certifies, to the best of his or her knowledge and belief, that:
1. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

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- C. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000.00, and that all such subrecipients shall certify and disclose accordingly.

XXIX. CONSULTANT CODE OF BUSINESS ETHICS AND CONDUCT (Dec. 2007)

A. Definition

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

B. Code of Business Ethics and Conduct

1. Within 30 calendar days after contract award, the Consultant shall:
  - a. Have a written code of business ethics and conduct; and
  - b. Provide a copy of the code to each employee engaged in performance of the contract.
2. The Consultant shall promote compliance with its code of business ethics and conduct.

C. Awareness Program and Internal Control System for Other Than Small Businesses

This paragraph C does not apply if the Consultant has represented itself as a small business concern pursuant to the award of this contract. The Consultant shall establish within 90 days after contract award:

1. An ongoing business ethics and business conduct awareness program; and
2. An internal control system.
  - a. The Consultant's internal control system shall:
    - (1) Facilitate timely discovery of improper conduct in connection with Government contracts; and
    - (2) Ensure corrective measures are promptly instituted and carried out.

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- b. For example, the Consultant's internal control system should provide for:
  - (1) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Consultant's code of business ethics and conduct and the special requirements of Government contracting.
  - (2) An internal reporting mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;
  - (3) Internal and/or external audits, as appropriate; and
  - (4) Disciplinary action for improper conduct.

D. Subcontracts

The Consultant shall include the substance of this clause, including this paragraph D, in subcontracts, except when the subcontract:

- 1. Is for the acquisition of a commercial item; or
- 2. Is performed entirely outside the United States.

XXX. APPENDIX A (TITLE VI ASSURANCES)

During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

A. Compliance with Regulations

The Consultant will comply with Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Non-discrimination

The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, age, sex, or disability in the selection and retention of

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subconsultants, including procurement of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subagreements, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, age, sex, or disability.

D. Information and Reports

The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by Caltrans or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to Caltrans or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance

In the event of the Consultant's noncompliance with the Non-discrimination provisions of this Agreement, Caltrans shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Consultant under the Agreement until the Consultant complies, and/or
2. cancelling, terminating or suspending an Agreement, in whole or in part.

F. Incorporation of Provisions

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The Consultant will include the provisions of paragraphs (A) through (F) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subagreement or procurement as Caltrans or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request Caltrans to enter into any litigation to protect the interests of Caltrans. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

XXXI. APPENDIX E (PERTINENT NON-DISCRIMINATION AUTHORITIES)

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

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- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- I. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

XXXII. ASSUMPTION OF RISK AND INDEMNIFICATION REGARDING  
EXPOSURE TO ENVIRONMENTAL HEALTH HAZARDS

In addition to and not a limitation of the Consultant's indemnification contained elsewhere in this Agreement, the Consultant hereby assumes all

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risks of the consequences of exposure of Consultant's employees, agents, Subconsultants, Subconsultants' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. Consultant also agrees to take all appropriate safety precautions to prevent any such exposure to Consultant's employees, agents, Subconsultants, Subconsultants' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Consultant also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Consultant also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents and/or employees.

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I. DBE INFORMATION AND CONTRACT GOAL REQUIREMENT FOR  
DBE PARTICIPATION

- A. This Agreement is subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26), entitled "Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance Programs."
- B. Pursuant to 49 CFR 26.13(b), the Consultant or Subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted Agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Caltrans deems appropriate, which may include, but is not limited to:
1. Withholding monthly progress payments;
  2. Assessing sanctions;
  3. Liquidated damages; and/or
  4. Disqualifying the Consultant from future competition as non-responsible.

Each subagreement signed by and between Consultant and Subconsultant(s) in the performance of this Agreement must include this assurance.

- C. A DBE is a firm that has been certified as a DBE by the California Unified Certified Program (CUCP) as specified in 49 CFR 26. In order to count toward a contract goal, a DBE must be certified on the Statement of Qualifications (SOQ) due date and possess the work code(s) applicable to the type of work the DBE will perform on the Agreement.
- D. The contract goal for DBE participation for this Agreement is twenty two percent (22%). Participation by DBE prime and Subconsultants shall be in accordance with the information contained in the Disadvantaged Business Enterprise (DBE) Information form (ADM 0227F A&E) attached hereto and incorporated as part of this Agreement.



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- E. The Consultant shall notify the Caltrans Contract Manager, in writing, of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

II. SUBCONSULTANTS

- A. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the Caltrans Contract Manager.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to Subconsultants.
- C. Any substitution of Subconsultant(s) must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute Subconsultant(s).
- D. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any Subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to the State for the acts and omissions of its Subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its Subconsultant(s) is an independent obligation from the State's obligation to make payments to Consultant. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any Subconsultant.

III. PERFORMANCE OF DBE CONSULTANTS AND OTHER DBE  
SUBCONSULTANTS/SUPPLIERS

- A. A DBE must perform a commercially useful function (CUF) for the type of work it will perform on the Agreement as provided in 49 CFR 26.55(c)(1)-(4). A DBE performs a CUF when it is responsible for the execution of a distinct element of the work of the Agreement and is carrying out its

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responsibilities by actually performing, managing, and supervising the work involved.

- B. DBE Subconsultants shall perform the work and supply the materials that they have listed in their response to the Agreement award requirements specified on form ADM 0227F A&E unless Consultant has received prior written authorization to perform the work with other forces or to obtain the materials from other sources as set forth in the section below entitled "DBE Substitution."
- C. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the Caltrans Contract Manager.
- D. Upon request, the Consultant shall make available a copy of all DBE subcontracts.

IV. EXCLUSION OF RETENTION

- A. In conformance with 49 CFR 26.29 (b) (1), the retention of proceeds required by Public Contract Code (PCC), Section 10261 shall not apply.
- B. In conformance with Public Contract Code (PCC) Section 7200 (b), in subcontracts between Consultant and a Subconsultant and in subcontracts between a Subconsultant and any Subconsultant thereunder, retention proceeds shall not be withheld, and the exceptions provided in PCC Section 7200 (c), shall not apply. At the option of Consultant, Subconsultant(s) may be required to furnish payment and performance bonds issued by an admitted surety insurer.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

V. PAYMENT TO DBE AND NON-DBE SUBCONSULTANT(S)

- A. Consultant shall pay its DBE Subconsultant(s) and non-DBE Subconsultant(s) within ten (10) calendar days from receipt of each payment made to Consultant by the State.

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- B. Prior to the fifteenth of each month, Consultant shall submit documentation to the Caltrans Contract Manager showing the amount paid to DBE trucking companies listed in Consultant's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies, which is claimed toward DBE participation. Consultant shall also obtain and submit documentation to the Caltrans Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks.
- C. Consultant shall also submit to the Caltrans Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number and if applicable, the DBE certification number of the truck owner for all trucks used during that month for which DBE participation will be claimed. This documentation shall be submitted on the Monthly DBE Trucking Verification form provided to Consultant by the Caltrans Contract Manager.
- D. Consultant shall return all moneys withheld in retention from a Subconsultant within 30 calendar days after receiving payment for work satisfactorily completed, even if other Agreement work is not completed and has not been accepted in conformance with the terms of the Agreement. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Consultant or Subconsultant in the event of a dispute involving late payment or non-payment to Consultant or deficient subcontract performance or noncompliance by a Subconsultant.

VI. DBE RECORDS

- A. Consultant shall maintain records of all subcontracts entered into with certified DBE Subconsultant(s) and records of materials purchased from certified DBE supplier(s) for a minimum of three (3) years from the date of final payment. The records shall show the name and business address of each DBE Subconsultant or vendor and the total dollar amount actually paid each DBE Subconsultant or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE (prime) Consultant shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

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- B. The Consultant shall prepare and submit a Disadvantaged Business Enterprises Utilization Report (form ADM-3069), Attachment 5, to the Caltrans Contract Manager with every invoice (refer to Exhibit B, Budget Detail and Payment Provisions).

VII. DBE SUBSTITUTIONS

- A. Consultant may not substitute a listed DBE Subconsultant, supplier or, if applicable, a trucking company, without the prior written approval of the Caltrans Contract Manager. Failure to obtain approval of substitute Subconsultants before work is performed, supplies are delivered, or services are rendered may result in payment being denied by Caltrans.
- B. Consultant must make an adequate good faith effort (GFE) to find another certified DBE Subconsultant to substitute for the original DBE Subconsultant. GFE shall be directed at finding another DBE Subconsultant to perform at least the same amount of work under the Agreement as the DBE Subconsultant that was substituted or terminated to the extent needed to meet the contract goal for DBE participation established for the Agreement.
- C. The Consultant's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE.
- D. The requirement that DBEs must be certified by the Statement of Qualification due date does not apply to DBE substitutions after award of the Agreement. DBEs substituted after award must be certified with the work code applicable to the type of work the DBE will perform on the Agreement at the time of the substitution.
- E. Consultants shall submit requests for substitution to the Caltrans Contract Manager. Authorization to use other Subconsultants or suppliers may be requested for the following reasons:
  - 1. Listed DBE fails or refuses to execute a written Agreement, based upon the terms and conditions for this Agreement.

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2. Consultant stipulated that a bond was a condition of executing a subcontract and the listed DBE Subconsultant failed or refuses to meet the bond requirements of Consultant.
  3. Work requires a professional engineering license and the listed DBE does not have a valid license under the Professional Engineers Act.
  4. Listed DBE fails or refuses to perform subcontract or furnish listed materials.
  5. Work performed by listed Subconsultant is substantially unsatisfactory and is not in compliance with scope of work to be performed.
  6. Listed DBE is ineligible to work on the project because of suspension or debarment.
  7. Listed DBE becomes bankrupt or insolvent.
  8. Listed DBE voluntarily withdraws written notice from the Agreement.
  9. Listed DBE is ineligible to receive credit for the type of work required.
  10. Listed DBE owner dies or becomes disabled resulting in the ability to perform the work of the Agreement.
  11. Caltrans determines other documented good cause under 49 CFR 26.53.
- F. At a minimum, Consultant's substitution request to the Caltrans Contract Manager must include a:
1. Written explanation of the substitution reason and, if applicable, Consultant must also include the reason a non-DBE Subconsultant is proposed for use.
  2. Written description of the substitute business enterprise, including its business status, DBE certification number, and status as a sole proprietorship, partnership, corporation, or other entity.
  3. Written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall Agreement that the substitute firm will perform.
  4. The Consultant shall provide to the Caltrans Contract Manager within seven (7) working days of the substitution request documentation of GFE to find a replacement DBE. This period may be extended for an additional seven (7) working days, if necessary, at the request of the Consultant.

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- G. Prior to the approval of Consultant's substitution request, the Caltrans Contract Manager must give written notice to the Subconsultant being substituted by Consultant. A copy of the notice sent by the Caltrans Contract Manager must be sent to the Division of Procurement and Contracts (DPAC). The notice must do all of the following:
1. Give the reason Consultant is requesting substitution of the listed Subconsultant;
  2. Give the listed Subconsultant five working days within which to submit written objections to DPAC with a copy to the Caltrans Contract Manager;
  3. Notify the Subconsultant that if a written objection is not received or received past the due date, such failure will constitute consent to the substitution; and
  4. Be served by certified or registered mail to the last known address of the listed Subconsultant.

The listed Subconsultant, who has been so notified, shall have five working days within which to submit written objections of the substitution to the Caltrans Contract Manager. Failure to submit a written objection shall constitute the listed Subconsultant's consent to the substitution.

- H. If written objections are filed by the listed Subconsultant, DPAC will render a written decision. DPAC shall give written notice of at least five (5) working days to the listed Subconsultant of a hearing by Caltrans on Consultant's request for substitution.

VIII. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

- A. If a DBE Subconsultant is decertified during the life of the Agreement, the decertified Subconsultant shall notify Consultant in writing with the date of decertification. If a Subconsultant becomes a certified DBE during the life of the Agreement, the Subconsultant shall notify Consultant in writing with the date of certification.
- B. Consultant shall report any changes to the Caltrans Contract Manager within 30 days.

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ADDITIONAL PROVISIONS

IX. DBE ELIGIBILITY

A. The dollar value of work performed by a DBE is credited/counted toward the goal only after the DBE has been paid.

B. Credit for DBE Prime Consultants

Consultant, if a certified DBE, is eligible to claim all of the work toward the goal except that portion of the work to be performed by non-DBE Subconsultants.

C. Credit for Material or Supplies

Credit for materials or supplies purchased from DBEs will be evaluated on a case-by-case basis.

1. If the materials or supplies are obtained from a DBE manufacturer, one hundred percent (100%) of the cost of the materials or supplies will count toward the DBE goal. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
2. If the materials or supplies are purchased from a DBE regular dealer, sixty percent (60%) of the cost of the materials or supplies will count toward the DBE goal. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of

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business provided in this paragraph if the person both owns and operates distribution equipment for the products.

3. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement by Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph.
4. Credit for materials or supplies purchased from a DBE that is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

D. Credit for DBE trucking companies will be as follows:

1. The DBE must manage and supervise the entire trucking operation for which it is responsible on a particular Agreement. There cannot be a contrived arrangement for the purpose of meeting the DBE goal.
2. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
3. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
5. The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck



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leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

6. For the purposes of this paragraph, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

X. TERMINATION OF DBE

A. In conformance with 49 CFR 26.53 (f) (1) and 26.53 (f) (2):

1. Consultant shall not terminate for convenience a listed DBE Subconsultant and then perform that work with its own forces (personnel), or those of an affiliate, unless Consultant has received prior written authorization from the Caltrans Contract Manager to perform the work with other forces (other than Consultant's own personnel) or to obtain materials from other sources; and
2. If a DBE Subconsultant is terminated or fails to complete its work for any reason, Consultant will be required to make GFE to replace the original DBE Subconsultant with another DBE Subconsultant to the extent needed to meet the Agreement goal.

B. Noncompliance by Consultant with the requirements of this section is considered a material breach of this Agreement and may result in termination of the Agreement or other such appropriate remedies for a breach of this Agreement as Caltrans deems appropriate.

EXHIBIT F  
PREVAILING WAGE REQUIREMENTS

I. CONSULTANT/CONTRACTOR REGISTRATION PROGRAM

- A. No Consultant or Subconsultant may be awarded a contract containing public work elements unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- B. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.

II. STATE PREVAILING WAGE RATES

- A. The Consultant shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer ([http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region\\_Map\\_Construction\\_7-8-15.pdf](http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region_Map_Construction_7-8-15.pdf)). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at Caltrans construction sites, at Caltrans facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve Caltrans projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.
- C. Payroll Records
  - 1. Each Consultant and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Section 1776 of the California Labor Code and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name,

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PREVAILING WAGE REQUIREMENTS

address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty or perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
  - b. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the Consultant under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by Caltrans representatives at all reasonable hours at the principal office of the Consultant. The Consultant shall provide copies of certified payrolls or permit inspection of its records as follows:
- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
  - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of Caltrans, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to Caltrans, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Consultant.
  - c. The public shall not be given access to certified payroll records by the Consultant. The Consultant is required to forward any requests for certified payrolls to the Caltrans Contract Manager by

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both facsimile and regular mail on the business day following receipt of the request.

3. Each Consultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) days after receipt of a written request.
  4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Caltrans shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of the Consultant awarded the Agreement or performing the Agreement shall not be marked or obliterated.
  5. The Consultant shall inform Caltrans of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
  6. The Consultant or Subconsultant shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Consultant or Subconsultant fails to comply within the ten-day period, he or she shall, as a penalty to Caltrans, forfeit one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Caltrans from payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- D. When prevailing wage rates apply, the Consultant must submit with each invoice a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Caltrans Contract Manager.

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E. Penalty

1. The Consultant and any Subconsultant under the Consultant shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Consultant and any Subconsultant shall forfeit to the State or political subdivision on whose behalf the Agreement is made or awarded a penalty of not more than two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by any Subconsultant under the Consultant in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the Consultant or Subconsultant had knowledge of the obligations under the Labor Code. The Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.
3. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime Consultant of the project is not liable for the penalties described above unless the prime Consultant had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of

EXHIBIT F  
PREVAILING WAGE REQUIREMENTS

wages to those workers or unless the prime Consultant fails to comply with all of the following requirements:

- a. The Agreement executed between the Consultant and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
  - b. The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
  - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
  - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Section 1813 of the Labor Code.
5. Pursuant to Section 1775 of the Labor Code, Caltrans shall notify the Consultant on a public works project within 15 days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
  6. If Caltrans determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if Caltrans did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Consultant shall withhold an amount of moneys due

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the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by Caltrans.

F. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The Consultant shall forfeit, as a penalty to the State of California, twenty-five dollars (\$25.00) for each worker employed in the execution of the Agreement by the Consultant or any Subconsultant under the Consultant for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Section 1815.

G. Employment of Apprentices

1. Where either the prime contract or the subcontract exceeds \$30,000, the Consultant and any subcontractors under him or her shall comply with all applicable requirements of Labor Code sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. Contractors and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractors and subcontractors are advised to contact the State Division of Apprenticeship Standards, P. O. Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the contract work. The prime Consultant is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code Section 1777.7.

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H. Any subagreement entered into as a result of this Agreement shall contain all of the provisions of this clause.

III. FEDERAL PREVAILING WAGES

A. The work herein proposed will be financed in whole or in part with Federal funds; therefore, all of the statutes, rules, and regulations promulgated by the Federal government are applicable to work financed in whole or in part with Federal funds and will be applicable to work performed at a construction project site.

B. Federal Requirements

1. Federal Requirements for Federal-Aid Construction Projects provisions shall apply to this Agreement and are made a part of the Agreement.
2. The current Federal Prevailing Wage Determinations issued under the Davis-Bacon and related Acts shall apply to this Agreement and are made a part of the Agreement.

C. When prevailing wage rates apply, the Consultant must submit, with each invoice, a certified copy of the payroll for compliance verification. Invoice payment will not be made until the payroll has been verified and the invoice approved by the Caltrans Contract Manager.

D. If there is any conflict between the State prevailing wages and the Federal prevailing wages, the higher rate shall be paid.

E. Any subagreement entered into as result of this Agreement shall contain all of the provisions of this clause.



**SCOPE OF WORK/DELIVERABLES**

**Construction Engineering, Construction Scheduling and Construction Inspection Support  
Services – North Bay  
Caltrans District 4  
On-Call Contract**

FOR CONSTRUCTION - ENGINEERING AND ROADWAY INSPECTION: (Construction Engineering and Construction Inspection Support Services – North Bay)

FOR DISTRICT 4: Marin, Napa, Solano, Sonoma, San Francisco and San Mateo Counties.

A. Purpose of Work.

The Consultant shall perform consultation, research, professional and technical services required for Construction Engineering, Construction Scheduling and Construction Inspection Support Services, on an “as-needed” basis to support the Department of Transportation (Caltrans), Division of Consultant Services, Project Management Program, District 4, from 3 phase completion of various Projects, in the maintenance, development and construction of proposed Caltrans transportation facilities. The Caltrans Contract Manager shall assign specific work to the Consultant to augment the Caltrans work force through the issuance of Task Orders describing in detail the services to be performed. The Consultant shall only perform work that is assigned in an authorized Task Order. This Contract does not guarantee that a Task Order shall be issued. The Consultant may provide services to Caltrans including, but not limited to, construction scheduling; construction inspection; construction office engineering; industrial hygiene review; procedure development; monitoring and enforcing labor compliance.

1. Excluded Work.

All Construction Engineering and Construction Inspection Services associated with structures including, but not limited to, bridges, are specifically excluded from the scope of this Contract. Likewise, all roadway related constructions on all toll bridges in District 4 are also excluded.

This Contract excludes work in Alameda, Contra Costa and Santa Clara Counties.

This Contract does not include Construction Claims and Construction Claim Analysis, Construction Environmental Engineering and Inspection, Construction Source Inspection and Material Engineering, Construction Material Sampling and Testing Services.

B. Location of Work.

The work shall be performed on projects to improve the State transportation system throughout the counties of Marin, Napa, Solano, Sonoma, San Francisco and San Mateo in California. Other specific location within the above-described geographical limits of the work to be performed within this geographic area shall be identified in each Task Order. It may become necessary for Caltrans, District 4, projects to extend into another adjoining Districts 1, 3 and 5/County lines. Certain projects may also require studies/work that extends into adjacent counties adjoining Caltrans' District 1, 3 and 5 outside of the boundary of Caltrans' District 4. In some instances, data collection may involve regional analysis beyond the counties identified or into adjoining states to properly assess the context and intensity of impacts to the concerned resources. In such instances, the project work shall not extend more than a thirty (30)-mile radius from the District 4 geographic boundary. The Construction Engineering and Construction Inspection Services work shall be performed at District 4.

1. Throughout the terms of this Contract, the Consultant and its Subconsultants shall disclose and briefly describe any financial, business or other relationships with Caltrans, other governmental agencies (e.g. California Transportation Commission - CTC, Bay Area Toll Authority - BATA, Metropolitan Transportation Commission - MTC) that relate to or concerns Caltrans contracts and projects which may constitute potential conflicts of interest with this contract, in the Statement of Qualifications.

C. Required Services.

1. Pursuant to an authorized Task Order, the Consultant shall provide Construction Engineering, Construction Scheduling and Construction Inspection Services within the geographical jurisdiction of this Contract set forth in "Location of Work" Section, and all necessary personnel, material, transportation, lodging, instrumentation, and the specialized facilities and equipment necessary to satisfy all appropriate agencies and required to ensure compliance with all applicable Federal, State, and Local statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines, applicable to the Consultant's services and work product.
2. Provided in Attachment 1a is a list of proposed Caltrans projects, however this list is not exclusive and it does not constitute a commitment that the projects will be initiated or completed or work assigned to the Consultant. Caltrans reserves the right to add or delete from this list of projects that are within the geographical

jurisdiction of this Contract set forth in “Location of Work” Section within the District 4’s jurisdiction.

Caltrans intends to utilize this Contract to complete a specific piece of work as long as it is located within the geographical jurisdiction of this Contract set forth in the “Location of Work” for each of the projects listed in this Contract utilizing the services described in this Scope of Work and as described in a Task Order. In the future, Caltrans may find it necessary to create a separate contract (or contracts) that involves a specific project listed in this Contract and includes part of the work contained in this Contract. Caltrans reserves the right to procure Architectural and Engineering (A&E) services involving the listed projects and other, unlisted projects (within the geographical jurisdiction of this Contract set forth in “Location of Work” Section) involving in whole or in part the same work using a project-specific agreement if the schedule to complete performance of the specific project extends beyond the term of this Contract or the cost to complete the specific project exceeds the dollar balance remaining in the Contract after accounting for amounts due to the Consultant for work previously performed and for work that is scheduled to be performed in executed task orders.

Should a project-specific agreement be procured under these provisions, the parties mutually agree that, in accordance with Exhibit D, Section III, Termination of this Contract, Caltrans shall terminate for convenience the portion of the Contract that includes the common scope of work identified in the project-specific agreement per Exhibit D, Section III, Termination of this Contract. Such partial termination for convenience shall be processed by amendment to this Contract. Unless otherwise required by law, regulation, or Caltrans policy or procedure, the Consultant may compete for these project-specific Contracts.

A wide range of Construction Engineering, Construction Scheduling and Construction Inspection Services tasks should be expected. The Consultant shall perform and have the expertise, capability, and equipment necessary to perform all of the following types of tasks/reports/studies/activities/functions which will all be related to Construction Scheduling review, Construction Inspection Services and Construction Office Engineering.

3. At the sole discretion of Caltrans, Consultant may be required to provide the required services on safety projects, emergency projects, Emergency Storm Damage Projects, excess parcel assessments, or other current/future transportation projects, including minor projects not listed above, except for those specially excluded above, within the geographical jurisdiction of this Contract set forth in “Location of Work” Section. However, the dollar value of the services not listed in this Contract shall not exceed 10% of the total value of services that are listed and performed in this Contract.

4. The potential projects may vary in scope and size, and may encompass any type of improvement for the State transportation system including, but not limited to, roadway rehabilitation, widening and/or realignment of existing facilities, relocation of existing facilities, and construction of new facilities. The project location, project limits, purpose, expected results, project deliverables, period of performance, project schedule, and scope of work to be performed shall be described in each Task Order.
5. Consultant shall be available, on two (2) days' written notice:
  - a. To meet with Caltrans; to participate in internal Project Development Team (PDT) meetings or other Caltrans meetings.
  - b. To attend public meetings (day and evening) where an expert is required.
  - c. To participate in any public hearings necessary for a Project.
  - d. To provide technical expertise on an "as-needed" basis.
6. Maintaining a stable work force is essential to the successful completion of Caltrans District 4, work. Consultant shall implement a personnel retention plan strategy and shall submit a written plan with the Statement of Qualification submittal.
7. The Consultant may be expected to spend time for extended assignments to perform support functions at Caltrans offices. Caltrans may provide the office space at various Caltrans (field) offices, such as trailers, when required by Task Order including, but not limited to, all utilities, office equipment, and office supplies typically used by the Caltrans personnel, to the Consultant personnel providing services under this Contract. The Consultant, including its Subconsultants, shall include the Field Office Indirect Cost Rate in its cost proposals and use the Field Office Indirect Cost Rate in billing Caltrans for those personnel utilizing Caltrans' (field) office facilities. If the Consultant, including its Subconsultants, does not currently have a Field Office Indirect Cost Rate, it will develop and use a Field Office Indirect Cost Rate to reflect an equitable distribution of allowable costs to the contract (as specified in 48 CFR 31.203(f)). The Consultant shall be working on-site in the Caltrans Facilities during Caltrans building business hours which are 8:00 a.m. - 5:00 p.m.
8. The Consultant will be required to work with other Caltrans Functional Units and Permitting Agencies as directed by Caltrans' Contract Manager.
9. Typical duties to be performed by the Consultant's personnel shall include, but not be limited to, the following:
  - a. Performing and assisting in performing the duties of an Assistant Resident Engineer/Construction Inspector, including, but not limited to, construction inspection, quantity calculations, checking grade and alignment, materials

- sampling and control, labor compliance interviews, safeguarding project, and assuring compliance with project plans and specifications.
  - b. Identifying actual and potential problems associated with the construction project work and recommending sound engineering solutions in a timely manner.
  - c. Maintaining an awareness of safety and health requirements and assuring compliance with applicable regulations and construction contract provisions for the protection of the public and construction project personnel.
  - d. Preparing calculations, records, reports, and correspondence related to construction project activities.
  - e. Assisting in the preparation of final As-Built plans and reports at the completion of construction.
  - f. Performing minor construction surveying activities (WBS 270 Construction Engineering and Contract Administration, 270.33 Construction Inspection) including, but not limited to, barrier rail layout, grades, incidental slope grade check points and shoulder grades as covered under Caltrans Surveys Manual, Chapter 12, Section 1-1 "Responsibilities of Resident Engineer."
  - g. Performing and assisting in all aspects of required office construction engineering work including setting up and maintaining project files, processing required documents and progress payments, as necessary.
  - h. Performing the Inspection and compliance monitoring of Storm Water Pollution Prevention Plans (SWPPP)/Best Management Practices (BMP).
  - i. Performing the Electrical and/or Landscape inspection and compliance monitoring of projects.
  - j. Performing, reviewing, and analyzing of Critical Path Method (CPM) schedules and Time Impact Analysis (TIA) submittals, preparing recommendations and presentations to the Caltrans Construction personnel on CPM and TIA issues for specific projects. Generating, reviewing and analyzing construction contractor's performance and reports with respect to time, resource and cost.
  - k. Developing safety procedures.
10. The Consultant shall provide construction engineering support by reviewing project baselines and monthly progress schedules. The Consultant shall provide analysis of time impacts to the project schedule and provide recommendations. In addition, during the design phase, the Consultant shall review Design's construction timeline/CPM schedules and provide recommendations.
11. The Consultant shall provide support when Caltrans lacks the expertise or available resources. Only tasks covered by the scope of this statement of work including, but not limited to construction scheduling, inspection, construction office engineering, monitoring, enforcing labor compliance, and other construction engineering services, may be assigned as work under this Contract.

12. The Consultant shall provide services for various project that will be specified in the Task Order(s). Caltrans may require consistent 24/7 availability to render services from the Consultant.

D. Work plan Standards Guide Codes.

Task Orders are based on the Caltrans Work plan Standards Guide (WSG). The latest WSG is found in the Guide to Project Delivery Work plan Standards Guide, which is available from the Caltrans' Publication Unit and on the Internet at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>. The WSG references the Work Breakdown Structure (WBS) categories, which are potential and related work activities applicable to this Contract. The WSG references WBS categories which present the potential and related work activities that the Consultant may be required to perform. All revisions to the current version of the Work Breakdown Structure (WBS) shall apply during the life of this Contract.

The WBS activities below applicable to this Contract are limited to those set forth below:

100	Perform Project Management (Contract Management)
100.20	Project Management - Construction Component
100.20.10	Construction Component - Execution and Control
100.20.15	Construction Component Close Out
100.20.20	Project Shelving (Construction)
100.20.25	Project Unshelving (Construction)
100.20.30	Updated Administrative Record during Construction (See Note 1)
100.20.99	Other Project Management Construction Component Products
270	Construction Engineering and Contract Administration
270.10	Construction Staking Package and Control
270.10.10	Construction Staking Package
270.10.20	Project Control for Construction
270.22	Contract Administration
270.33	Construction Inspection
270.44	Control of Materials
270.56	Employment Compliance
270.66	Technical Support
285	Change Order Administration
285.05	Change Order (CO) Process
285.10	Functional Support
285.10.15	Other Functional Support
295	Accept Contract/Prepare Final Construction Estimate and Final Report
295.05	Processed Estimate after Acceptance

295.10	Proposed Final Contract Estimate
295.15	As-Built Plans
295.20	Project History File
295.25	Final Report
295.30	Processed Final Estimate
295.45.10	Commission TMS Elements
295.99	Other Accept Contract/Prepare Final Construction Estimate and Final Report

Notes:

1. (And Support For Legal Challenges)

The Consultant shall not work on any projects that are in the planning phase (K-Phase) and the Consultant shall not be reimbursed for any work performed during this phase of a project.

E. General Personnel Requirements.

1. The Consultant's personnel shall be capable, competent, and experienced in performing the types of work with minimal instruction. Personnel skill level should match the specific job classifications, as set forth in the Consultant's Cost Proposal and task complexity. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and Local laws and regulations applicable to their work.
2. The Consultant is required to submit a written request and obtain the Caltrans Contract Manager's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's Organization Chart or the Consultant's cost proposals. The substitute personnel shall have the same job classification, as the personnel they are replacing and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to Caltrans
3. In responding to Caltrans' Task Order and in consultation with the Caltrans Contract Manager, the Consultant Contract Manager shall identify the specific individuals proposed for the task and their job assignments. The Consultant shall provide documentation that proposed personnel meet the appropriate minimum qualifications for work required under this Scope of Work.
4. The Consultant's personnel shall typically required to be assigned to and remain on specific Caltrans projects/deliverables until completion and acceptance of the project/deliverables by Caltrans. Personnel assigned by the Consultant shall be

available at the start of a Task Order and after acceptance of the project/deliverable by Caltrans.

5. After the Caltrans Contract Manager's approval of the Consultant's personnel proposal and finalization of a Task Order, the Consultant may not add or substitute personnel without the Caltrans Contract Manager's prior written approval.
6. Resumes containing the qualifications and experience of the Consultant's and Subconsultant's personnel, which include existing, additional, and substitute personnel, and copies of their minimum required certifications, shall be submitted to the Caltrans Contract Manager for review before assignment on a project or Task Order. The resume and copies of current certification for each candidate shall be submitted to the Caltrans Contract Manager within one (1) week of receiving the request.
7. The Caltrans Contract Manager may interview the Consultant's personnel to ascertain their qualifications and experience. The Caltrans Contract Manager's decision to select the Consultant's personnel shall be binding to the Consultant and its Subconsultants. The Consultant shall provide adequate qualified personnel to be interviewed by the Caltrans Contract Manager within one (1) week of receiving the request.
8. The Caltrans Contract Manager shall evaluate the adequacy (quality and quantity) of the work performed by the Consultant's personnel, and determining whether the deliverables satisfy the acceptance tests and criteria. The Caltrans Contract Manager may reject any Consultant personnel determined by the Caltrans Contract Manager to lack the minimum qualifications. If at any time the level of performance is below expectations, the Caltrans Contract Manager may direct the Consultant to immediately remove Consultant personnel from the project specified in a Task Order and request another qualified person be assigned as needed. The substitute personnel shall meet the qualifications required by this Contract for performance of the work as demonstrated by a resume and copies of current certifications submitted by the Consultant. Substitute personnel shall receive prior written approval from the Caltrans Contract Manager. Invoices with charges for personnel not pre-approved by the Caltrans Contract Manager for work on the Contract and for each Task Order shall not be reimbursed.
9. The Consultant shall not remove or replace any existing personnel assigned to Task Orders without the prior written consent of the Caltrans Contract Manager. The removal or replacement of personnel without the written approval from the Caltrans Contract Manager shall be violation of the Contract and may result in termination of the Contract per Exhibit D, Section III, and Termination of the Contract.



10. When assigned consultant personnel is on approved leave and required by the Caltrans Contract Manager, the Consultant Contract Manager shall provide a substitute employee until the assigned employee returns to work from the approved leave. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal, Attachment 2, not exceed the billing rate and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to Caltrans. Substitute personnel shall receive prior written approval from the Caltrans Contract Manager to work on this Contract.
11. Other project personnel not identified on the Consultant's cost proposal shall also satisfy appropriate minimum qualifications for assigned Task Orders. Caltrans' prior written approval is required for all personnel not identified on the Consultant's organization chart or the Consultant's cost proposals before providing services under this Contract.
12. The Consultant is responsible to provide fully trained personnel to efficiently perform the work. The Consultant's personnel may be asked to attend certain special training if recommended by the Caltrans Contract Manager. On such occasions, with the approval of the Caltrans Contract Manager, Caltrans shall compensate the Consultant for the Consultant's actual cost for time spent in training only. All other costs, fees, and expenses associated with the training, including any transportation costs and training fees, shall be the Consultant's responsibility. In addition, services to train the Caltrans personnel shall not be provided by the Consultant under this Contract.
13. In location(s) where the Consultant personnel is expected to work for extended period(s) of time, the Consultant shall either relocate the personnel or make every effort to hire local persons.

F. Construction Engineering, Construction Scheduling and Construction Inspection Personnel Requirements.

1. The Consultant, including all Subconsultants, shall throughout the life of the Contract, retain within its firm, a staff of people who shall be properly licensed and certified in accordance with the laws of the State of California and qualified to perform all aspects of the required work described in this Contract and all work specified in a Task Order along with any emergencies that may arise during the life of this Contract.

The Consultant shall be prepared to provide additional personnel, as necessary, during the period performance of this Contract to accommodate the work.

The Consultant's personnel shall be capable, competent, and experienced in performing the types of Construction Engineering, Construction Scheduling, and Construction Inspection work with minimal instructions. Personnel skill level should match the task complexity.

2. Consultant Contract Manager.

The Consultant Contract Manager shall coordinate work-related matters and Consultant's operations under this Contract with the Caltrans Contract Manager in coordination with the Caltrans Task Order Manager, Functional Manager, District/Region Area Construction (Claims) Engineer, Laboratory Supervisor, Headquarters' Structural Construction Engineer, Resident Engineer, District Landscape Architect, District Surveys Engineer, District Right-of-Way Engineer, District Water Quality Program Manager, District Deputy Director for Program/Project Management, District's Traffic Operations Units, Project Coordinator, Deputy District Director for Environmental Analysis, District Surveys Office Chief, and/or District's Public Information Officer.

The Consultant Contract Manager shall have a minimum of five (5) years of responsible experience performing the duties as a contract manager for similar Construction Engineering and Construction Inspection Services contracts. The Consultant Contract Manager shall be knowledgeable about all Caltrans policies and procedures. The Consultant Contract Manager shall be an employee of the prime Consultant.

The Consultant Contract Manager shall be a Registered Professional Engineer licensed in the State of California in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists at all times during the Contract period, to perform the tasks described in this Contract and in the Task Orders and shall have a documented minimum ten (10) years of demonstrated experience acceptable to Caltrans in Construction Engineering, Construction Scheduling and Construction Inspection Services work.

In addition to other specified responsibilities, the Consultant Contract Manager shall be responsible for all matters related to the Consultant's personnel, Subconsultants, Construction Engineering, Construction Scheduling and Construction Inspection Services work, and Consultant's and Sub-Consultants' operations including, but not limited to, the following:

- a. Ensuring that deliverables are clearly defined, acceptance tested and that criteria are specific, measurable, attainable, realistic and time-bound; and that the deliverables satisfy the acceptance tests and criteria.
- b. Supervising, reviewing, monitoring, training, and directing the Consultant's and Sub-Consultants' personnel.

- c. Assigning qualified personnel to complete the required Task Order work as specified on an “as-needed” basis in coordination with the Caltrans Contract Manager.
  - d. Administering personnel actions for Consultant personnel and ensuring appropriate actions taken for Subconsultant personnel.
  - e. Maintaining and submitting organized project files for record tracking and auditing.
  - f. Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
  - g. Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones.
  - h. Assuring that all applicable safety measures are in place.
  - i. Providing invoices in a timely manner and providing monthly Contract expenditures.
  - j. Reviewing invoices for accuracy and completion before billing to Caltrans.
  - k. Managing Subconsultants.
  - l. Managing overall budget for Contract and provide report to the Caltrans Contract Manager.
  - m. Monitoring, maintaining required DBE involvement and submitting the DBE utilization report (ADM-3069 A&E) in all invoices.
  - n. Ensuring compliance with the provisions in this Contract and all specific Task Order requirements.
  - o. Knowledge, experience, and familiarity with prevailing wage issues and requirements in State of California.
  - p. Knowledge, experience, and familiarity in reviewing the Critical Path Method (CPM) schedules and providing expert comments.
  - q. Meetings with the Caltrans Functional Managers for project CPM activities.
3. Consultant Task Order Manager.

For each Task Order, the Consultant shall provide a Consultant Task Order Manager to coordinate the Consultant Task Order operations with the Caltrans Contract Manager in coordination with the Caltrans Task Order Manager.

The Consultant Task Order Manager shall be accessible to the Caltrans Contract Manager in coordination with the Caltrans Task Order Manager, Functional Manager, District/Region Area Construction (Claims) Engineer, Laboratory Supervisor, Headquarters’ Structural Construction Engineer, Resident Engineer, District Landscape Architect, District Surveys Engineer, District Right-of-Way Engineer, District Water Quality Program Manager, District Deputy Director for Program/Project Management, District’s Traffic Operations Units, Project Coordinator, Deputy District Director for Environmental Analysis, District Surveys

Office Chief, and/or District's Public Information Officer at all times during normal Caltrans working hours that Task Order work is underway.

The Consultant Task Order Manager (who may be other than the Consultant Contract Manager) shall be assigned to conduct, or direct the conduct of, all work assigned under a single Task Order. The Consultant Task Order Manager shall be the primary contact for the assigned Task Order and be available as needed for communication with Caltrans.

4. Consultant Task Order Lead person.

The Consultant Task Order Lead person (who may be other than the Consultant Contract Manager) shall be assigned to conduct, or direct the conduct of, all work assigned under a single Task Order. The Consultant Task Order Lead person shall be the primary contact for the assigned Task Order and be available as needed for communication with Caltrans.

5. Consultant Personnel and Team Member Qualifications.

The Consultant's personnel assigned to perform Construction Engineering, Construction Scheduling and Construction Inspection shall have the following desirable minimum qualifications:

- a. A documented minimum four (4) years of demonstrated experience acceptable to Caltrans in construction engineering on highway or major public works projects performing the duties described in this Contract. At the discretion of the Caltrans Contract Manager, a Degree (Bachelors, Masters, or higher) in Civil Engineering from an ABET accredited institution (College or University) or possession of a valid Engineer-in-Training (EIT) certificate issued or accepted by the California State Board for Professional Engineers, Land Surveyors, and Geologists may be substituted for two (2) years of the required four (4) years experience. Knowledge and ability to analyze the progress schedule of the construction phase of a highway facility project using CPM network diagram.
- b. The Consultant's field construction personnel shall be capable of reviewing, inspecting, and approving traffic control systems, including lane closures, in accordance with Caltrans' standards and the requirements. Personnel reviewing, inspecting, and approving traffic control system work shall have a documented minimum one (1) year of demonstrated experience acceptable to Caltrans in such work.
- c. In addition to the above requirements:
  - i. Electrical Inspectors shall have four (4) years demonstrated experience in construction inspection of highways or major public works projects performing the duties described in this contract, with two (2) of these four (4) years inspecting electrical work. A degree

(Bachelors or higher) in Electrical Engineering from an accredited university program can be substituted for two (2) years of non-electrical work experience.

- ii. Landscape Inspectors shall have four (4) years demonstrated experience in construction inspection of highways or major public works projects performing the duties described in this contract, with two (2) of these four (4) years inspecting landscape work. Graduation from a curriculum in Landscape Architecture from a college or university accredited by the American Society of Landscape Architects or a license as a Landscape Architect, issued by the California Landscape Architects Technical Committee, may be substituted for two (2) years of non-landscape related work experience.

The Consultant team member shall be capable of assisting the Consultant Contract Manager in all aspects of the required work. The Consultant team member's required professional qualifications shall be identified in each Task Order.

6. Subconsultant Personnel

Subconsultant Personnel shall meet the same qualifications of the Prime Consultant Personnel and Team Member.

7. In this Contract, a person who is authorized to review and approve Consultant Construction Engineering, Construction Scheduling and Construction Inspection analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables in place of the Consultant Contract Manager shall be hereafter referred to as the Consultant Construction Engineering and Construction Inspection responsible person. The Consultant Construction Engineering and Construction Inspection responsible person, shall be an Engineer registered in the State of California and shall be currently employed by the Consultant or its Subconsultants at the time the deliverables are submitted to Caltrans for consideration under the review and acceptance process.
8. All analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables under this Contract not fully approved by Caltrans bearing the signature of the Consultant Construction Engineering and Construction Inspection responsible person who is no longer employed by the Consultant or its Subconsultants, shall be replaced by analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals,

details, other documents, other items, and deliverables under this Contract bearing the signature of a qualified replacement Consultant Construction Engineering and Construction Inspection responsible person who is currently employed by the Consultant or its Subconsultants. In such an event, no additional time shall be allowed or cost reimbursed to the Consultant without the prior written approval of the Caltrans Contract Manager.

9. All of the Consultant's work shall be conducted under the direction of the Consultant Contract Manager who shall have the appropriate experience as described in this Contract. All analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables under this Contract requiring the Consultant Construction Engineering, Construction Scheduling and Construction Inspection responsible person's signature, shall be produced by the responsible Consultant personnel having appropriate experience, and shall be signed by a Consultant Construction Engineering, Construction Scheduling and Construction Inspection responsible person.
10. Have attended an eight (8) hour Construction Safety Orientation Class prior to being assigned to work on Caltrans projects and current on annual refresher class. (See Section "Field Safety" for additional requirement.)
11. Lead Construction Inspector.

Lead Construction Inspectors shall have a documented minimum (6) years of demonstrated experience acceptable to Caltrans in highway construction inspection, and shall have a minimum of two (2) of these six (6) years as a lead worker. A degree (Bachelors or higher) in Civil or Transportation Engineering from an accredited college or university may be substituted for up to two (2) years of the required experience.

Lead Construction Inspectors shall also have:

- a. Knowledge and experience with equipment used in construction inspection, surveying, field testing of construction materials, and construction office engineering.
- b. Knowledge of computers, computer applications, and computer software programs such as Microsoft Office (Word, Excel, PowerPoint, and others); Critical Path Method (CPM) software such as Primavera Project Planner (P3, P6) and SureTrak, or any updated version, as a minimum; Scheduler Analyzer Pro; and Microsoft Project.
- c. Knowledge and experience with principles of effective communication and supervision.
- d. Knowledge and experience with monitoring labor compliance.

- e. Knowledge and experience with subcontracting laws and policies.
- f. Knowledge and experience with the Storm Water Pollution Prevention Program and the General Permit.
- g. Knowledge of Caltrans Standard Plans, Standard Specifications, and Construction Manual.

12. Construction Inspector.

Construction Inspectors shall have the following minimum qualifications:

- a. A documented minimum four (4) years of demonstrated experience in construction inspection of highways or major public works projects performing the duties described in this Contract. A degree (Bachelors or higher) in Civil or Transportation Engineering from an accredited college or university can be substituted for up to two (2) years of the required experience.
  - i. Electrical Inspectors – Four (4) years demonstrated experience in construction inspection of highways or major public works projects performing the duties described in this contract, with two (2) of these four (4) years inspecting electrical work. A degree (Bachelors or higher) in Electrical Engineering from an accredited university program can be substituted for two (2) years of non-electrical work experience.
  - ii. Landscape Inspectors – Four (4) years demonstrated experience in construction inspection of highways or major public works projects performing the duties described in this contract, with two (2) of these four (4) years inspecting landscape work. Graduation from a curriculum in Landscape Architecture from a college or university accredited by the American Society of Landscape Architects or a license as a Landscape Architect, issued by the California Landscape Architects Technical Committee, may be substituted for two (2) years of non-landscape related work experience.
  - iii. Storm Water Inspectors – Four (4) years demonstrated experience in construction inspection of highways or major public works projects performing the duties described in this contract, with two (2) of these four (4) years inspecting SWPPP (Storm Water Pollution Prevention Plan) work. In addition, a QSD (Qualified Stormwater Developer) and QSP (Qualified Stormwater Preparer) certification may be required.
- b. Capable of assisting the Caltrans Resident Engineer in all aspects of required field and office construction engineering work including, but not limited to the following: inspection of non-structural construction operations; inspection of traffic control system compliance; contract change

- order (CCO) preparation, review, and analysis; and Water Pollution Control Program (Storm Water Pollution Prevention Plan) enforcement.
- c. The Consultant's field construction personnel, of which includes construction inspectors, shall be capable of reviewing, inspecting, and approving traffic control systems, including lane closures, in accordance with Caltrans' standards and requirements. Personnel reviewing, inspecting, and approving traffic control system work shall have one (1) year demonstrated experience in such work.
  - d. Construction Inspectors shall also have:
    - i. Knowledge and experience with equipment used in construction inspection, surveying, field testing of construction materials, and construction office engineering.
    - ii. Knowledge of computers, computer applications, and computer software programs such as Microsoft Office (Word, Excel, PowerPoint, and others); Critical Path Method (CPM) software such as Primavera Project Planner (P3, P6) and SureTrak, or any updated version, as a minimum; Scheduler Analyzer Pro; and Microsoft Project.
    - iii. Knowledge and experience with principles of effective communication and supervision.
    - iv. Knowledge and experience with monitoring labor compliance.
    - v. Knowledge subcontracting laws and policies.
    - vi. Knowledge and experience with the Storm Water Pollution Prevention Program and the General Permit.
    - vii. Knowledge of Caltrans Standard Plans, Standard Specifications, and Construction Manual.

13. Construction Office Engineers (COEs).

COEs shall have a Degree (Bachelors, Masters, or higher) in Civil Engineering from an ABET accredited institution (College or University) and shall have a documented minimum four (4) years of demonstrated experience acceptable to Caltrans in highway construction office engineering for highway construction projects, or possession of a valid Engineer-in-Training (EIT) certificate issued or accepted by the California State Board for Professional Engineers, Land Surveyors, and Geologists and a documented minimum six (6) years of demonstrated experience acceptable to Caltrans in highway construction office engineering for highway construction projects.

COEs shall be capable of assisting the Caltrans Resident Engineer in all aspects of required office construction engineering work including, but not limited to, labor compliance requirements; and shall also be knowledgeable and experienced in the following areas:

- a. Setting up and maintaining project files.



- b. Writing construction change orders.
  - c. Processing required documents and progress payments.
  - d. Prevailing Wage Laws and Regulations.
  - e. Monitoring and enforcing labor compliance.
  - f. Computers, computer applications, and computer software programs such as Microsoft Office (Word, Excel, PowerPoint, and others); Critical Path Method (CPM) software, with Primavera Project Planner (P3, P6) and SureTrak, or any updated version, as a minimum; Scheduler Analyzer Pro; and Microsoft Projects. The Consultant shall have an access to use additional industry standard CPM software, used by the contractors.
  - g. Subcontracting laws and policies.
  - h. Storm Water Pollution Prevention Program and the General Permit.
14. Construction Scheduling Engineer/ Construction Scheduling Specialist/  
Construction Scheduling Analyst.

Construction Scheduling Engineer/ Construction Scheduling Specialist/  
Construction Scheduling Analyst shall have a Degree (Bachelors, Masters, or higher) in Civil Engineering from an ABET accredited institution (College or University) and shall have a documented minimum four (4) years of demonstrated experience acceptable to Caltrans in highway construction scheduling, or possession of a valid Engineer-in-Training (EIT) certificate issued or accepted by the California State Board for Professional Engineers, Land Surveyors, and Geologists and a documented minimum six (6) years of demonstrated experience acceptable to Caltrans in highway construction scheduling.

Construction Scheduling Engineer/ Construction Scheduling Specialist/  
Construction Scheduling Analyst shall be knowledgeable and experienced in the following:

- a. Extensive expertise with construction scheduling and general construction process.
- b. Using Critical Path Method (CPM) software, with Primavera Project Planner (P3, P6) and SureTrak, or any updated version, as a minimum; Scheduler Analyzer Pro; Microsoft Projects; and Microsoft Office (Word, Excel, PowerPoint, and others) software. The Consultant shall have an access to use additional industry standard CPM software, used by the contractors.
- c. Generating, reviewing and analyzing CPM schedules for construction projects with respect to time, resource and cost. The personnel shall possess the experience and skills to track Contractor's submittals and Caltrans submittal reviews, and in conjunction with schedule analysis, determine credits to the Caltrans State-owned Float activity for time saved on the critical path for early review of submittals. The personnel shall also possess the experience and skills to determine other savings to the critical path due

- to actions by Caltrans. The personnel shall also possess CPM expertise for the support of review and analysis of As Built Plans.
- d. Monitoring and analyzing Contractor's performance of the work with respect to time, resource and cost. Generating project correspondence, daily diaries, monthly contract item payments related to scheduling work, Weekly Statement of Working Days, reports, plots, exhibits, other presentation materials and other items related to scheduling.
  - e. Generating, reviewing and analyzing reports with respect to time, resource and cost.
  - f. Generating, reviewing and analyzing Time Impact Analyses.
  - g. Negotiating issues related to construction scheduling.
  - h. Conducting constructability reviews.
  - i. Making presentations as needed.
  - j. General construction process and terminology.
  - k. Working knowledge of Caltrans plans, specifications and manuals (Standard Plans, Standard Specifications, Construction Manual, and other Caltrans Manuals).
  - l. Principles of effective communication and supervision.
  - m. Monitoring labor compliance.
  - n. Subcontracting laws and policies.
  - o. Storm Water Pollution Prevention Program and the General Permit.
  - p. Equipment used in inspection, surveying, and construction office engineering.
15. It is expected that a majority of the work (>60%) shall be completed as staff augmentation alongside Caltrans staff at a Caltrans facility, in which the Consultant provides staff to augment the District's personnel.
- Most Consultant personnel shall be assigned in the "field" at Caltrans facilities for an extended period.
- All staff augmentation Consultant personnel working in a staff augmentation role are required to complete security and privacy awareness training each year (see <http://itsecurity.dot.ca.gov/training>).
16. Have current certification of Defensive Driving Training and current California Driver's License.

G. Consultant Availability and Work Hours.

- 1. The typical workday includes all hours worked by the Caltrans' construction contractor on the project as identified in the Task Order and also as directed by the Caltrans Contract Manager. Unless otherwise specified in the Task Order or

directed by the Caltrans Contract Manager, the normal workday shall be Monday through Friday, from 8 a.m. to 5 p.m. or any combination of five (5) consecutive days which may include Saturday and/or Sunday, and the normal workweek shall consist of forty (40) hours. If Saturday and/or Sunday is part of a regular work week as determined by Caltrans, then the Saturday and/or Sunday work shall be treated as work performed on a regular workday and no overtime shall be paid for the first eight (8) hours on Saturday or Sunday.

If Caltrans determines that the work cannot be performed during normal business hours or the work is necessary at off hours to avoid danger to life or property, the Consultant's operations may be restricted to specific hours during the week. Night work may be required on projects involving high traffic areas. The Caltrans' construction contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for Consultant's personnel. Changes in hours or schedules shall be documented by amendment of Task Orders. Any shift differential rate pay shall be reimbursed in accordance with the applicable Department of Industrial Relations (DIR) determination.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, Consultant's services shall not be provided unless authorized by the Caltrans Contract Manager in coordination with the Caltrans Task Order Manager, Functional Manager, District/Region Area Construction (Claims) Engineer, Laboratory Supervisor, Headquarters' Structural Construction Engineer, Resident Engineer, District Landscape Architect, District Surveys Engineer, District Right-of-Way Engineer, District Water Quality Program Manager, District Deputy Director for Program/Project Management, District's Traffic Operations Units, Project Coordinator, Deputy District Director for Environmental Analysis, District Surveys Office Chief, and/or District's Public Information Officer.

The Caltrans Contract Manager in coordination with the Caltrans Task Order Manager, Functional Manager, District/Region Area Construction (Claims) Engineer, Laboratory Supervisor, Headquarters' Structural Construction Engineer, Resident Engineer, District Landscape Architect, District Surveys Engineer, District Right-of-Way Engineer, District Water Quality Program Manager, District Deputy Director for Program/Project Management, District's Traffic Operations Units, Project Coordinator, Deputy District Director for Environmental Analysis, District Surveys Office Chief, and/or District's Public Information Officer shall provide advance notice of one (1) working day(s)/twenty-four(24) hour/eight (8) hours if the Consultant's services are not required as a result of a cessation of construction activities or if reassignment of personnel is required. If Caltrans fails to provide the required advance notice and the Consultant personnel are not required as a result of cessation of construction activities, Caltrans shall provide a maximum of four (4) hours compensation.

It is anticipated that variations in the Caltrans' construction contract activities will occur. During the contract period, the Caltrans Functional Manager and/or Contract Manager may reassign a Consultant's employee from a project or an office with low activity to assist on another project or office with high activity. The Consultant Contract Manager will be notified at least two (2) working days prior to this reassignment.

2. The Consultant shall obtain approval from the Resident Engineer prior to entering any Caltrans' project construction site.
3. The Consultant shall obtain approval from the Caltrans Facility Manager prior to conducting activities within a maintenance station or other Caltrans facility.

H. General Requirements.

1. The Consultant shall prepare the required analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract according to requirements of this Contract and applicable Caltrans Manuals for the work.
2. As directed and as a first order of work, the Consultant shall prepare and update a comprehensive Critical Path Method (CPM) network diagram, Bar Chart Schedule, Logic Network Schedule, and the Caltrans Work Breakdown Structure (WBS) for each Task Order issued by the Caltrans Contract Manager showing a deliverables schedule as well as other relevant data to monitor project progress, Consultant's work control, and Caltrans review of work status, if required in the Task Order. The relevant data shall include a list of activities with budgeted cost, milestones, and target date for completion of each activity. The minimum number of task details shall be identified in the Task Order. This workplan shall be updated once a month to show the approved baseline schedule and the actual progress schedule.

Caltrans shall review these documents and return them to the Consultant with notes and comments as soon as possible in order to validate the planning and cost control procedures within the first calendar month of performance period.

3. The Consultant's timesheet/invoices/expenses/DBE utilization, shall be subject to the Consultant Contract Manager's review and the approval of the Caltrans Contract Manager before submitting timesheets, invoices, or expense reimbursement requests for payment.
4. The Consultant shall begin the required work within two (2) working days after receiving a fully executed Task Order and the issuance of the Notice to Proceed

(NTP) from the Caltrans Contract Manager to the Consultant Contract Manager or on the date specified in the Task Order. Some work, however, may require Consultant personnel to mobilize within 24-hour of notifications. Once the work begins, the work shall be prosecuted/performed diligently until all required work has been completed to the satisfaction of the Caltrans Contract Manager or Caltrans designee.

5. The work shall not be performed when conditions prevent a safe and efficient operation, and shall only be performed with written authorization by Caltrans.
6. The Consultant Contract Manager, Consultant Task Order Manager, and Key Personnel shall be accessible to the Caltrans Contract Manager at all times during normal Caltrans working hours or after hours as required by the Caltrans Contract Manager.
7. The Consultant Contract Manager may direct the Consultant's employees to work overtime to meet Task Order schedules at the request of the Caltrans Contract Manager. All overtime shall be pre-approved by the Caltrans Contract Manager. Overtime shall be worked only when directed in writing by the Caltrans Contract Manager and specifically required by the Task Order, and shall only be paid to persons covered by the Fair Labor Standards Act.
8. All Consultant personnel are required to sign a confidentiality and nondisclosure agreement.
9. The Consultant may not disclose any information to third parties without prior written approval of the Caltrans Contract Manager.
10. The Consultant shall only provide incidental non-Architectural and Engineering (A&E) services, such as Computer Aid Drafting & Design (CADD) support, GIS support, utilities location support, traffic control, office support, field office support, and meeting support, provided (a) such services are necessary for the completion of the A&E tasks and/or deliverables performed by the Consultant described in executed Task Orders and covered by the work in this Contract and (b) the rendering of the services is approved in advance by the Caltrans Contract Manager. These incidental services shall only be provided to support the Consultant's personnel who are performing A&E services, tasks, and deliverables on this Contract. The Contract amount spent on such incidental services shall be relatively minor when compared to the professional A&E services performed. The Consultant shall not be paid or reimbursed for any incidental non-A&E services provided to Caltrans unless provided in the fashion described in this Contract and included in the executed Task Order. The Consultant is responsible for ensuring that Task Orders only include any incidental non-A&E services. Services to train Caltrans personnel shall not be provided by the Consultant under this Contract.

11. The Consultant shall include the Caltrans Contract Manager in written communications to other Caltrans personnel for any clarification on the scope of work.

I. Coordination.

1. For each Task Order, the Consultant shall carry out instructions received from the Caltrans Contract Manager, and as directed by the Caltrans Contract Manager, shall coordinate activities and work closely with multiple stakeholders including, but not limited to, Caltrans' various functional units, Caltrans' project managers, local agencies, various environmental groups, other state agencies, Native American tribal governments, utility companies, railroads, other agencies, other entities with an interest in the project (including, but not limited to, FHWA), other consultants, other contractors, and planning, engineering, and construction firms (and its suppliers and subcontractors) contracted by Caltrans working on the same projects or adjacent projects. In the event an instruction or direction is unclear to the Consultant, the Consultant shall ask the Caltrans Contract Manager to clarify the instruction or direction. The work is a critical element of compatible designs, project planning and construction schedules and shall be accomplished in a timely fashion. Projects having complex and overlapping schedules and therefore Project work may have overlapping and parallel (not serial order) schedules or make work discontinues. Projects have complex and overlapping schedules and field work may be intermittent. Task Orders may be written for treatment of unanticipated finds encountered during project work. When unanticipated finds are encountered, a rapid response shall be necessary to avoid costly construction delays.
2. The foregoing paragraph does not relieve the Consultant of professional responsibility during the performance of this Contract. In instances where the Consultant believes a better standard solution to a task being performed or an issue being addressed is possible, the Consultant shall promptly notify the Caltrans Contract Manager of these concerns, together with the reasons therefore. However, Caltrans shall make all final decisions on the scope of the Consultant's activities and investigations.
3. The Consultant shall be required to work with other Caltrans Functional Units and others (including, but not limited to, Regional Water Quality Control Board - RWQCB, Permitting Agencies,) as directed by the Caltrans Contract Manager.
4. The Consultant shall work closely with the Caltrans Contract Manager and the Caltrans designee identified in the Task Order.

5. The Consultant shall have the capability to send to and receive from Caltrans' digital electronic mail system and file transfer protocol system including, but not limited to, attachments for word processing, photographs, spreadsheets, and databases.
6. Caltrans shall not reimburse the Consultant for costs to relocate its personnel to the service area of this Contract. Caltrans shall not reimburse the Consultant for per diem costs, unless preapproved by the Caltrans Contract Manager. Caltrans shall not reimburse the Consultant for out-of-state travel without prior written approval from the Caltrans Contract Manager.
7. The Consultant shall obtain the Caltrans Contract Manager's approval prior to making presentations at non-Caltrans sponsored conferences or workshops for any services provided under this Contract.
8. The Consultant shall notify the Caltrans Contract Manager or Caltrans designee in writing a minimum one (1) week before it begins any field work, unless the Task Order specifies some other notification date.
9. Caltrans shall not incur costs beyond the funding commitments in the Contract and each Task Order. If the Consultant anticipates that funding for work will be insufficient to complete work, the Consultant shall promptly notify the Caltrans Contract Manager.

J. General Equipment Requirements.

1. The Consultant or its Subconsultants shall not incorporate any materials or equipment of a single or sole source origin without the advance written approval of Caltrans.
2. The Consultant may claim reimbursement for providing equipment or supplies. However, such claimed costs shall be in compliance with 48 Code of Federal Regulation (CFR), Chapter 1, Part 31 (Federal Acquisition Regulation - FAR cost principles) and 2 CFR, Part 200, and be consistent with the Consultant's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies, and private clients.

K. Construction Engineering, Construction Scheduling and Construction Inspection Equipment Requirements.

1. Office Equipment and Supplies (Consultant's Office):

The Consultant shall have and provide adequate office equipment and supplies to complete the work required by this Contract. Such equipment and supplies shall include, but not be limited to, the following:

- a. Office Supplies.
- b. Computers with appropriate software, printers, plotters, fax machines, calculators, data collectors and their necessary attachments and accessories.
- c. Data processing systems, software packages, reference materials, or other tools, including hardware and software, used in providing transportation engineering deliverables. This includes, but not be limited to, the following:
  - i. Microsoft Office Software (including, but not limited to, Word, Excel, PowerPoint).
  - ii. Adobe Acrobat Professional version 5 or later.
  - iii. Critical Path Method (CPM) software, with Primavera Project Planner (P3, P6) and SureTrak, or any updated version, as a minimum; Scheduler Analyzer Pro; and Microsoft Projects. The Consultant shall have an access to use additional industry standard CPM software, used by the contractors.
- d. The Consultant shall provide a computer system for each person working under a Task Order that meets the Caltrans current specifications. Qualified Caltrans IT personnel shall install required software. Caltrans reserves the right to provide the computer system if beneficial to Caltrans' interest.
- e. Reference material, or other tools, used in providing deliverables.
- f. Caltrans shall not purchase any hardware, software, or other equipment (including, but not limited to, batteries, paper, and office supplies) that may be required for the Consultant to perform work required in this Contract. The Caltrans Contract Manager shall approve any Consultant's request for digital electronic connections and compatibility with current Caltrans Windows-based networks and programs in writing prior to the use and/or installation of any electronic hardware and/or software.
- g. In-house printing, reproduction, and delivery services.

2. Field Equipment and Supplies:

Consultant shall have and provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the required field work and that meet or exceed Caltrans Specifications per the Caltrans Manuals. The tools, instruments, equipment, materials, supplies, and safety equipment required for each Consultant field personnel shall include, but not be limited to, the following, if required by the Task Order:

- a. Sufficient vehicles suitable for the work to be performed and terrain conditions of the project sites. Vehicles shall be fully equipped with all



necessary tools, instruments, equipment, materials, supplies, and safety equipment required for the efficient operation of the Consultants' field personnel, including cellphones. Each vehicle shall have a load carrying capacity of 1500 pounds of materials and equipment. Each Vehicle shall have sufficient ground clearance to safely maneuver through highway construction sites while fully loaded with equipment and materials. Each vehicle shall have overhead flashing amber light(s), visible from all sides (360 degrees), with a driver control switch; locking toolbox; fire extinguisher; and first aid kit. Vehicles without side windows shall not be used. All vehicles shall be clearly marked as to ownership. Each vehicle shall be equipped to meet Caltrans safety requirements.

- b. A laptop computer or tablet with appropriate software. An aircard may be required by Caltrans by written notice.
  - c. Communication device: Mobile telephone, cell phone shall be compatible with the current Caltrans cellular phone system.
  - d. Hand tools including but not limited to; shovels, gloves, pick, measuring tape, buckets, wheel barrow, heat gun, sledge hammer, concrete and asphalt thermometers, clip board, calculator, and peg book, as appropriate for the requested field personnel work.
  - e. All necessary safety equipment including fire extinguisher, hard-soled safety footwear, white hard hats, eye protection, hearing protection, and approved safety vests as appropriate for the requested field work to be performed safely and efficiently within operating highway and construction zone environments.
  - f. Necessary miscellaneous tools, non-consumables, and supplies including, but not limited to, hammers, and shovels.
  - g. Digital Camera.
3. The Consultant shall provide all necessary tools, instruments, equipment, materials, supplies, and safety equipment required to perform the work identified in each Task Order and this Contract accurately, efficiently, and safely. The Consultant's personnel shall be fully trained in the use of such necessary tools, instruments, equipment, materials, supplies, and safety equipment. The Consultant shall not be reimbursed separately for tools of the trade, which may include, but not be limited to, the above-mentioned equipment.
4. Consultant shall possess and skillfully operate:
- a. Critical Path Method (CPM) software, with Primavera Project Planner (P3, P6) and SureTrak, or any updated version, as a minimum; Scheduler Analyzer Pro; and Microsoft Projects. The Consultant shall have an access to use additional industry standard CPM software, used by the contractors.
  - b. Microsoft Office (Word, Excel, PowerPoint, and others) software.
  - c. Full-size plotter.

5. Consultant shall be capable of providing:
  - a. Full-size color plots of CPM charts and graphs.
  - b. A digital electronic calculator, laptop computer with Wireless Network connection and printer.

L. Standards.

1. All work/services under this Contract shall be performed in accordance with all applicable Federal, State, and Local statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines, including the latest Caltrans regulations, policies, procedures, manuals, standards, specifications, performance standards, directives, guidelines, handbooks, guidance documents, forms, templates, policy memo, methodologies, and other informational or directive publications, including compliance with Federal Highway Administration (FHWA) and State guidelines for implementing those requirements; and any permits, licenses, agreements or certifications that apply to specific Task Orders; the terms and conditions of this Contract; and current Caltrans Manuals and any future revisions. Work not covered by the "Manuals" shall be performed as specified in the Task Order. If no standards exist, Task Orders may call for the development of new standards, so long as these standards do not conflict with the requirements, or amend the Scope of Work under of this Contract.
  - a. The Consultant is responsible for obtaining, at its expense, all necessary manuals, reference documents, and other materials.
  - b. Caltrans Manuals generally may be purchased from the Publication Distribution Unit. The Publications staff may be reached at (916) 263-0822, and the center is located at the following address:

State of California  
California Department of Transportation  
Publication Distribution Unit  
1900 Royal Oaks Drive  
Sacramento, CA 95815-3800
  - c. Manuals and documents that are not available from the Caltrans Publication Distribution Center or are not available from Caltrans' Internet web site may be requested from the Caltrans Contract Manager. Caltrans does not guarantee the availability of publications nor its Internet web pages. Required Manuals include:
    - i. <http://www.caltrans-opac.ca.gov/publicat.htm>
    - ii. <http://www.dot.ca.gov/manuals.htm>
  - d. Caltrans' regulations, policies, procedures, manuals, standards, specifications, performance standards, directives, guidelines, handbooks, guidance documents, forms, templates, policy memo, methodologies, and other informational or directive publications, are dynamic documents and

subject to change. The Consultant is responsible for verifying that the latest version or update is used.

2. Manuals, Documents, and Websites.

The following manuals, documents and links to internet sites are referenced in association with the work in this Contract. The list is not all-inclusive, but is intended to illustrate the types of reference material and sources of information.

- a. Caltrans' Internet Home Webpage:  
<http://www.dot.ca.gov/>
- b. Caltrans' Code of Safe Practices:  
<http://www.dot.ca.gov/hq/construc/safety/>
- c. California Code of Regulations:  
<http://www.oal.ca.gov/ccr.htm>
- d. California Health and Safety Code:  
<http://www.leginfo.ca.gov/cgi-bin/calawquery?codesection=hsc>
- e. California Public Contract Code:  
[http://www.leginfo.ca.gov/.html/pcc\\_table\\_of\\_contents.html](http://www.leginfo.ca.gov/.html/pcc_table_of_contents.html)
- f. Manual of Uniform Traffic Control Devices (MUTCD):  
California Manual on Uniform Traffic Control Devices:  
<http://mutcd.fhwa.dot.gov/>  
<http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp>  
[http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca\\_mutcd.htm](http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca_mutcd.htm)  
<http://www.dot.ca.gov/hq/traffops/engineering/mutcd/index.htm>
- g. Caltrans Traffic Manual and Manual on Uniform Traffic Control Devices (MUTCD) 2003 California Supplement:  
<http://www.dot.ca.gov/hq/traffops/signtech/signdel/trafficmanual.htm>  
<http://www.dot.ca.gov/hq/traffops/signtech/signdel/trafficmanual-current.htm>  
<http://www.dot.ca.gov/hq/traffops/engineering/control-devices/trafficmanual-current.htm>  
<http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp>  
[http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca\\_mutcd.htm](http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca_mutcd.htm)
- h. Caltrans Surveys Manual:  
[http://www.dot.ca.gov/hq/row/landsurveys/SurveysManual/Manual\\_TOC.html](http://www.dot.ca.gov/hq/row/landsurveys/SurveysManual/Manual_TOC.html)

- i. Caltrans Construction Manual:  
<http://www.dot.ca.gov/hq/construc/constmanual/>  
<http://www.dot.ca.gov/hq/construc/manual2001/>
- j. Construction Manual:  
Chapter 5 Section 1 Project Records and Reports  
<http://www.dot.ca.gov/hq/construc/constmanual/chapter5/sec5-1.pdf>
- k. Caltrans Construction Manual: Traffic Safety Guidelines:  
[http://www.dot.ca.gov/hq/construc/manual2001/chapter2/chp2\\_2.pdf](http://www.dot.ca.gov/hq/construc/manual2001/chapter2/chp2_2.pdf)
- l. Caltrans Surveys Manual - Chapter 12: Construction Staking Handbook  
Construction Staking Handbook:  
Construction Staking: Chapter 12 of Caltrans Surveys Manual:  
[http://www.dot.ca.gov/hq/row/landsurveys/SurveysManual/12\\_Surveys.pdf](http://www.dot.ca.gov/hq/row/landsurveys/SurveysManual/12_Surveys.pdf)  
f
- m. Caltrans Standard Plans and Standard Specifications:  
Caltrans Specification and Estimate Procedures:  
<http://www.dot.ca.gov/hq/esc/oe/>  
<http://www.dot.ca.gov/hq/esc/oe/standards.php>  
<http://www.dot.ca.gov/hq/esc/oe/conststand.html>  
[http://www.dot.ca.gov/hq/esc/oe/construction\\_standards.html](http://www.dot.ca.gov/hq/esc/oe/construction_standards.html)  
[http://www.dot.ca.gov/hq/esc/oe/project\\_plans/](http://www.dot.ca.gov/hq/esc/oe/project_plans/)  
[http://www.dot.ca.gov/hq/esc/oe/project\\_plans/highway\\_plans/stdplans\\_US-customary-units\\_10/viewable\\_pdf/2010-Std-Plns-for-Web.pdf](http://www.dot.ca.gov/hq/esc/oe/project_plans/highway_plans/stdplans_US-customary-units_10/viewable_pdf/2010-Std-Plns-for-Web.pdf)  
[http://www.dot.ca.gov/hq/esc/oe/construction\\_contract\\_standards/std\\_specs/2010\\_StdSpecs/2010\\_StdSpecs.pdf](http://www.dot.ca.gov/hq/esc/oe/construction_contract_standards/std_specs/2010_StdSpecs/2010_StdSpecs.pdf)  
[http://www.dot.ca.gov/hq/esc/oe/project\\_plans/HTM/06\\_plans\\_disclaim\\_US.htm](http://www.dot.ca.gov/hq/esc/oe/project_plans/HTM/06_plans_disclaim_US.htm)  
[http://www.dot.ca.gov/hq/esc/oe/project\\_plans/highway\\_plans/stdplans\\_US-customary-units\\_10/viewable\\_pdf/2010-Std-Plns-for-Web.pdf](http://www.dot.ca.gov/hq/esc/oe/project_plans/highway_plans/stdplans_US-customary-units_10/viewable_pdf/2010-Std-Plns-for-Web.pdf)  
[http://www.dot.ca.gov/hq/esc/oe/specifications/std\\_specs/2010\\_StdSpecs/2010\\_StdSpecs.pdf](http://www.dot.ca.gov/hq/esc/oe/specifications/std_specs/2010_StdSpecs/2010_StdSpecs.pdf) (broken link)
- n. Caltrans Standard Special Provisions:  
<http://www.dot.ca.gov/hq/esc/oe/conststand.html>  
[http://www.dot.ca.gov/hq/esc/oe/construction\\_standards.html](http://www.dot.ca.gov/hq/esc/oe/construction_standards.html)
- o. Caltrans Storm Water Quality Handbooks, Manuals, Project Planning, and Design Guide:  
Caltrans Storm Water Quality Handbooks:  
Caltrans Storm Water Quality Handbooks and Manuals:

Caltrans Storm Water Project Planning and Design Guide:  
<http://www.dot.ca.gov/hq/oppd/stormwtr/>  
<http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>

- p. Caltrans Technical Publications and Manuals:  
<http://www.dot.ca.gov/hq/esc/techpubs/>
- q. Caltrans Value Analysis Program:  
<http://www.dot.ca.gov/hq/oppd/value>
- r. METS Website:  
<http://www.dot.ca.gov/hq/esc/Translab/>
- s. Superpave Mix Design Standards:  
<http://www.asphaltinstitute.org>
- t. Federal Highway Administration Title 23, Code of Federal Regulations, 637B:  
<http://www.fhwa.dot.gov/legisregs/directives/fapg/cfr0637b.htm>
- u. Caltrans Trenching and Shoring Manual:  
[http://www.dot.ca.gov/hq/esc/construction/manuals/OSCCCompleteManuals/TS\\_Terms.pdf](http://www.dot.ca.gov/hq/esc/construction/manuals/OSCCCompleteManuals/TS_Terms.pdf)
- v. Manual of Traffic Controls for Construction and Maintenance Work Zones:  
<http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/pdf/camutcd2012/Part6.pdf> (broken link)  
<http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf/TMChapter5.pdf> (broken link)  
<http://www.dot.ca.gov/hq/traffops/engineering/mutcd/pdf/camutcd2014/Part6.pdf>  
<http://www.dot.ca.gov/hq/traffops/engineering/control-devices/pdf/TMChapter5.pdf>
- w. Caltrans Soil and Rock Logging Manual, Classification, and Presentation Manual:  
[http://www.dot.ca.gov/hq/esc/geotech/sr\\_logging\\_manual/srl\\_manual.html](http://www.dot.ca.gov/hq/esc/geotech/sr_logging_manual/srl_manual.html)
- x. Guide to the Caltrans Capital Project Work Breakdown Structure (WBS).
- y. Caltrans Survey Engineer's File (SEF) Oversight Guideline.
- z. Caltrans Manual on High and Low Risk Underground Facilities.

aa. Caltrans Construction Site Best Management Practices Guide.

[http://www.swrcb.ca.gov/rwqcb2/water\\_issues/programs/401\\_certs/factsheet\\_wetland\\_projects\\_12-1-06.doc](http://www.swrcb.ca.gov/rwqcb2/water_issues/programs/401_certs/factsheet_wetland_projects_12-1-06.doc)

M. Field Safety.

In addition to the requirements specified elsewhere in this Contract, the following also shall apply:

1. The Consultant shall maintain a working environment that is safe for project personnel and the public. The Consultant shall provide a Code of Safe Practices that includes at a minimum, fall protection safety, lead training, respirator training, and promotes an awareness of health and safety requirements and enforce applicable regulations and contract provisions for the protection of the project personnel and the public. The Consultant's personnel shall comply with all safety provisions of the Caltrans Safety Manual ([http://www.dot.ca.gov/hq/opo/safety/safetymanual\\_toc.htm](http://www.dot.ca.gov/hq/opo/safety/safetymanual_toc.htm)), Caltrans Surveys Manual ([http://www.dot.ca.gov/hq/row/landsurveys/SurveysManual/Manual\\_TOC.html](http://www.dot.ca.gov/hq/row/landsurveys/SurveysManual/Manual_TOC.html)), Caltrans Laboratory Safety Manual ([http://www.dot.ca.gov/hq/esc/ctms/pdf/lab\\_safety\\_manual.pdf](http://www.dot.ca.gov/hq/esc/ctms/pdf/lab_safety_manual.pdf)), Caltrans Traffic Manual (<http://www.dot.ca.gov/hq/traffops/signtech/signdel/trafficmanual.htm>) and Caltrans Code of Safe Practices (<http://www.dot.ca.gov/hq/construc/safety/>). The Consultant shall comply with all Federal, State, and Local Occupational Safety and Health Administration (OSHA) statutes, laws, codes, regulations, policies, procedures, ordinances, standards, rules, specifications, performance standards, and guidelines, and the safety instructions that Caltrans issues for performance of Task Order work, applicable to the work under this Contract, regarding safety equipment and procedures (including, but not limited to, use and operation). Under no circumstance shall the Consultant's safety policies be less stringent than Caltrans'.
2. The field work shall not be performed when conditions prevent a safe and efficient operation, and shall only be performed with written authorization by Caltrans.
3. The Consultant shall provide, at no cost to Caltrans, all safety equipment to perform the required services in a safe manner including, but not limited to: gloves, coveralls, sunscreen, insect repellents, fire extinguisher, hard-soled safety footwear, white hard hats, eye protection, hearing protection, and approved safety vests. The Consultant's personnel shall wear hard-soled safety footwear, white

hard hats, eye protection, hearing protection, and approved safety vests at all times while working in the field.

4. The Consultant shall provide, at no cost to Caltrans, appropriate safety training for all the Consultant's and the Subconsultant's office, laboratory, and field personnel, including training required for performing the work in an office setting or in the field to work on and near highways in a safe manner.
5. The Consultant shall be solely responsible for the protection of health and safety of its personnel, Subconsultants, and Subconsultant's personnel in performance of this Contract.
6. The Consultant shall conform to all safety requirements for testing and storage of nuclear gauges.
7. The Consultant shall provide, at no cost to Caltrans, a valid Thermoluminescent Dosimeters (TLD) badge to each Consultant employee engaged in nuclear gauge testing to meet the safety requirement by the California Department of Public Health. Quarterly radiation exposure reports and yearly operator's radiation safety training shall be submitted to Caltrans' District Radiation Safety Officer.

N. Orientation Provided by Caltrans.

1. Caltrans may provide orientation regarding the requirements for this Contract and each Task Order as deemed necessary by Caltrans. The orientation may consist of instructions on Caltrans procedures, practices, and requirements for the specific work to be performed and sharing of project related files and notes. However, if the orientation instructions conflict with the contract or task order requirements, the Contract and the executed Task Order shall prevail over any instructions provided.

O. Monitoring and Review Procedure.

1. The Caltrans Contract Manager shall have the unilateral right, from time to time, or as requested by the Consultant, to monitor and review the progress and processes of the Consultant related to work performed under this Contract.
2. The performance of the Consultant Contract Manager, key personnel, and team shall be evaluated by the Caltrans Contract Manager, as needed, but no less frequently than annually, and at the expiration of the Contract. Unsatisfactory reviews of specific consultant personnel may result in Caltrans requesting that they be replaced with new personnel; the Consultant shall immediately replace personnel with individuals whose qualifications at a minimum equal those of the

personnel replaced at no additional cost to Caltrans. Evaluation includes, but not be limited to, the following:

- a. Job performance.
- b. Quality of Work.
- c. Timely submittal of reports, invoices, daily diaries, and other required documents.
- d. Early detection of problems and timely resolutions.
- e. Requesting timely approval for personnel changes and travel expenditure.
- f. Responsiveness and ability to control costs.
- g. DBE or DVBE Participation.
- h. Conflicts of interest.

Poor performance and any negative evaluations may result in replacement of the Consultant Contract Manager, key personnel, or any personnel; the need to replace key personnel shall reflect adversely on the Consultant's performance evaluation, and if warranted, may result in the termination of the Contract per Exhibit D, Section III, Termination of the Contract.

3. Lead Assistant Resident Engineers/Lead Construction Inspector and Assistant Resident Engineers/Construction Inspector shall prepare daily diary reports of construction operations. Construction Office Engineers and Construction Schedule Analysts shall prepare a brief report of daily office operations. The reports shall be prepared on Caltrans-provided forms and shall be prepared daily at the end of the day's work.

P. General Materials to be Provided or made available by Caltrans.

Materials (if deemed applicable, necessary, and when available from Caltrans) that may be furnished or made available by Caltrans and where listed in the individual Task Orders and this Contract, are for the Consultant's use only, shall be returned at the end of the Contract. The Consultant shall use the materials in the execution of the specific work described in the Task Order. These materials may include, but not be limited to, the following:

1. Appropriate background or reference information for each Task Order.
2. Project special provisions, full-size and reduced-size sets of project plans, materials information handout, and construction contract and proposal, as necessary.
3. Caltrans standardized forms.
4. Caltrans shall provide Permits to Enter for private property access. The Consultant shall notify Caltrans, in writing, sufficiently in advance of its need to enter upon private property or facility to perform work. The Consultant's notice shall specify the date, purpose, duration, location, and the time of day of the Consultant's



activities. The Consultant shall not perform work on property outside of the Caltrans right-of-way until Caltrans has obtained an entry permit from the property owner. The Consultant is responsible for notifying the property owner 48 hours in advance of entering the property, unless otherwise specified in the Permit. The Consultant shall notify the Caltrans Contract Manager within 48 hours if permission has been denied. The Consultant personnel shall carry the Permits to Enter on their person while performing work outside the Caltrans Right-of-Way. No work shall be performed by the Consultant outside the Caltrans Right-of-Way without Permits to Enter. The Consultant shall comply with all conditions imposed by the Caltrans Contract Manager and requirements set forth in the Permit to Enter. The Consultant shall be responsible for any damages that consultant did to owner property at Consultant's own expense.

5. Appropriate background information, site topographic maps, as-built drawings, blank Caltrans plan sheet overlays, digital electronic seed files, cell libraries, lane closure request forms, right-of-way alignments and survey limits, preliminary utility location maps, areas where focused studies are needed, Construction Contract Documents, and Shop Drawings, as available, for each Task Order.
  6. Digital Electronic templates of Task Order formats.
  7. For Contract work on Caltrans' Right-of-Way, an executed contract constitutes the consultant's "Encroachment Permit." The consultant (prime as well as any subconsultants) shall carry a copy of the fully executed contract along with the pertinent Task Order(s) at all times while conducting work for Caltrans within Caltrans' Right-of-Way.
  8. All pertinent correspondence and investigations.
  9. The Caltrans Contract Manager may designate a Caltrans Task Order Manager to manage the technical aspects of the Task Order or each specific Task Order.
  10. The Caltrans Contract Manager or Caltrans designee shall review all deliverables for compliance, substance, and quality.
- Q. Construction Engineering, Construction Scheduling and Construction Inspection to be Provided or made available by Caltrans.
1. Relevant and existing documents, if any are available, that are applicable to the current project within the project limits.
  2. Caltrans construction forms as necessary, including digital electronic or hardcopy (as specified by the Caltrans Resident Engineer on the Project) forms.

Note: The Consultant is responsible for the return to Caltrans, in original condition, of all items provided for use under this Contract. The Consultant shall replace, at the Consultant's sole expense, all lost or damaged Caltrans data or materials.

R. Materials to be Provided by the Consultant.

Unless otherwise specified in this Contract, the Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in each Task Order.

1. The Consultant shall be responsible for obtaining all necessary approvals and permits for Task Order work performed on any property that Caltrans does not own or control, with the exception of private property. The Consultant shall identify all necessary approvals and permits, prepare signature-ready permit applications, and track the status of permit applications, as specified in each Task Order. Also, the Caltrans District NPDES Coordinator shall be notified prior to performance of any work.
2. The Consultant shall provide to its Construction Engineering, Construction Scheduling and Construction Inspection Services personnel sets of the following that are applicable to the current project:
  - a. Standard Specifications.
  - b. Standard Plans.
  - c. Materials listed under section "Equipment Requirements".
3. When performing work within a Railroad Company property, the Consultant is required to obtain sufficient and/or adequate insurance coverage that shall comply with the applicable Railroad Company's requirements when performing work within its jurisdiction. The amount of insurance and types of coverage required by the Railroad Company may be above and beyond that required by Caltrans. The Consultant may be required to provide additional Railroad liability insurance including, but not limited to:
  - a. Commercial General Liability Insurance.
  - b. Business Automobile Coverage Insurance.
  - c. Worker Compensation and Employers Liability Insurance.
  - d. Railroad Protective Liability Insurance.
  - e. Umbrella or Excess Insurance.
  - f. Pollution Liability Insurance.

S. Product Approval and Payment.

1. All deliverables, backup documents and other items produced by the Consultant in the performance of this Contract, shall be subject to the approval and acceptance by the Caltrans Contract Manager prior to invoicing and payment for these items.
2. All of the deliverables and tasks provided for acceptance under each Task Order shall comply with the terms, covenants and conditions of this Contract.
3. Upon completion of each deliverable or task, the Caltrans Contract Manager shall either accept or reject the completed work. In the event of non-acceptance due to errors, omissions, or non-compliance with the Caltrans Manuals, as revised as of the time of the Task Order, or the provisions of this Contract, the Consultant shall remedy the errors, omissions, or non-compliance to the satisfaction of the Caltrans Contract Manager at no cost to Caltrans prior to payment. Caltrans shall withhold payment until the work is satisfactorily completed and approved by the Caltrans Contract Manager. Additional cost incurred to correct errors will not be compensated.
4. Caltrans shall not pay the Consultant for the Consultant's work under this Contract and the charges incurred by the Consultant that does not conform to the requirements specified in this Contract and to the applicable Task Order, and such work shall be corrected at the Consultant's sole expense at no additional cost to Caltrans.
5. All reviews, inspections and approvals made prior to the final acceptance of deliverables or Task Orders are intended only to provide interim authorizations to proceed and do not constitute final approval of the deliverable or Task Order.
6. Disadvantaged Business Enterprises Utilization Report (ADM-3069 A&E) shall be included in all invoices.
7. Notwithstanding any other provision of this Agreement, until final acceptance of a Task Order under the Agreement, any acceptance or approval means approval to proceed, but it does not mean acceptance or approval of a deliverable or task, and, it does not reduce or eliminate any of Contractor's duties or responsibilities under this Agreement.

T. General Deliverables.

All deliverables, intermediate work products, and original documents including, but not limited to, original field notes, photographs, reports, documents, plans, data, data files, edits to field data, adjustment calculations, final results, drawings, specifications, estimates, studies, record search, records, books, maps, manuscripts, manuals, digital electronic software developed, databases, background information, spreadsheets,

procedural scripts, macros developed, and intellectual properties, developed pursuant to this Contract, shall be subject to the provisions of Exhibit D, sections XIX and XX and shall be sent to Caltrans upon completion of each Task Order deliverable and acceptance/approval of the work by the Caltrans Contract Manager or immediately upon request by the Caltrans Contract Manager. The Consultant shall retain a copy of all documents furnished to Caltrans until expiration of the Contract.

Unless otherwise specified in the Task Order, the deliverables shall conform to the following:

1. Data Format for Unprotected and Modifiable Digital Electronic File Transfers.

The Consultant shall deliver unprotected and modifiable digital electronic files meeting the following requirements and as specified in each Task Order:

- a. Alphanumeric information (80 character, ASCII data type).
- b. Reports (Acrobat Writer 5 and above).
- c. Graphs, charts (Acrobat Writer 5 and above).
- d. Compliance with standard naming convention (including, but not limited to, Project ID, County, Route/PM, Date).

2. The Consultant shall work in close liaison with the Caltrans Contract Manager. Time is of the essence. Caltrans shall exercise review and approval functions through the Caltrans Contract Manager at key points, as specified in each Task Order. Milestone reviews shall be performed with the Caltrans Contract Manager for the specific performance, products, and deliverables listed in each Task Order.

3. The Consultant shall prepare a cost estimate showing task, subtask, personnel, personnel hours estimated for each task or subtask, and a schedule of deliverables.

4. All analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract shall be prepared on Caltrans standardized forms. Necessary forms shall be provided by Caltrans for the Consultant's use.

5. All analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract shall be submitted in both hardcopy and unprotected and modifiable digital electronic files in the Caltrans-approved forms and in the Caltrans-approved and designated digital electronic formats (Microsoft Word, Microstation, CA ice, AutoCAD Civil 3D, PhotoShop, 8 1/2 x 11 in green, plastic, three ring binder), in accordance with the guidelines in this Contract and each Task Order, and shall conform to Caltrans standards and the requirements of the Caltrans

Office Engineer at the end of Contract or when requested by the Caltrans Contract Manager or Caltrans designee. The unprotected and modifiable digital electronic files shall include the responsible person's digital electronic signature and seal. The Consultant shall verify the latest version of software used prior to submittal. The Consultant shall also provide plot parameter (.par) or IPARM (.i) files in accordance with I-Plot standards.

6. At the end of each Task Order or when requested by the Caltrans Contract Manager, the Consultant shall also submit one (1) unprotected and modifiable digital electronic copy of all analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract in a specified digital device format (CD, DVD, and/or flash drive). The file formats shall be specified in each Task Order. Appropriate documentation shall accompany each digital device indicating the contents of each file.
7. When the Consultant is required to prepare and submit analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract and any approved Task Order to Caltrans or review analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items submitted to Caltrans by others, these documents shall be reviewed. They shall be submitted in draft as scheduled and the opportunity provided for Caltrans to provide comments and feedback, prior to final submittal. The specific schedule for Caltrans' review of the Consultant's submittals shall be specified in the Task Order.

The Consultant personnel involved in preparation or review of analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items shall be identified in the prepared or review report.

8. If the Consultant fails to submit the required analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, DBE utilization reports, other documents, and other items required by this Contract and any approved Task Order, Caltrans shall have the right to withhold payment and/or terminate this Contract in accordance with the termination provisions of this Contract per Exhibit D, Section III, Termination. If the Contract is terminated, the Consultant shall, at Caltrans' request, return all materials

recovered or developed by the Consultant under the Contract including, but not limited to, photos, field notes, computer data files, maps, artifact collections, catalogs, analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract.

9. For each Task Order, a milestone submittal schedule shall be prepared by the Consultant and approved by the Caltrans Contract Manager. Milestones may be changed by written agreement between the Caltrans Contract Manager and the Consultant Contract Manager through an amendment to the Task Order.
10. The Consultant shall prepare and update the Caltrans Work Breakdown Structure (WBS) as set forth in this Contract for each Task Order issued by the Caltrans Contract Manager showing a deliverables schedule. It is expected that the Consultant shall complete and meet the agreed upon schedule for each Task Order. Failure to complete the work based on the agreed upon schedule in the Task Order may result in termination of the Task Order or this Contract. Caltrans may have work completed in any way allowed by law, for which the Consultant shall be liable for any additional costs incurred by Caltrans to complete the work. Such costs may be deducted from amounts due to the Consultant in pending or future invoices, or if the Contract is terminated, may be recouped by any means allowed by law.
11. The Consultant shall maintain a separate complete set of project files for each Task Order issued by the Caltrans Contract Manager performed under this Contract. The Consultant shall maintain two (2) sets of these files. One (1) set shall be maintained on site with the Consultant and the other set shall be updated by the Consultant monthly and delivered to the Caltrans Contract Manager in coordination with the Caltrans Task Order Manager. These files shall be indexed in accordance with Caltrans' Project Development Uniform File System ([http://www.dot.ca.gov/hq/oppd/pdpm/chap\\_pdf/chapt07.pdf](http://www.dot.ca.gov/hq/oppd/pdpm/chap_pdf/chapt07.pdf)). These files shall be made available to the Caltrans Contract Manager during normal working hours and shall be transferred to Caltrans upon completion of work under the Task Order. If requested by the Caltrans Contract Manager, the Consultant shall provide these project files.
12. Deliverables specified in each Task Order shall be delivered to the attention and address indicated in each Task Order.
13. The Consultant shall be capable of working in either English or Metric units.
14. All deliverables shall be prepared in Imperial English Units unless an exception is approved. The units to be used for deliverables shall be addressed within individual Task Orders.

15. A Task Order may require the Consultant to use software and digital electronic formats other than those indicated in this Contract as needed to accomplish the objectives of the Task Order.
16. Quality Control Plan:

Prior to the work, the Consultant shall prepare the quality control plan and the minimum standard of work quality and obtain approval from the Caltrans Contract Manager, in effect for each and every Task Order during the entire time the work is being performed under the Contract. The Consultant shall complete the quality control plan and certify at the completion of work that all measures contained therein were satisfied. Caltrans shall perform quality assurance on the quality control plan to assure that quality control was satisfied.

The Consultant's quality control plan shall establish a process whereby:

- a. All deliverables are reviewed for accuracy, completeness, and readability before submittal to Caltrans.
- b. Calculations and plans are independently checked, corrected and re-checked.
- c. All job-related correspondence and memoranda are routed and received by affected persons and then filed in the appropriate Task Order file.
- d. Field activities are routinely verified for accuracy and completeness, such that any discovered deficiencies do not become systemic or affect the result of a Task Order deliverable.

The Consultant shall provide an outline of the quality control program before a specific task begins and shall identify critical quality control reviews within each Task Order. The Caltrans Contract Manager shall periodically request evidence that the quality control/quality assurance plan is functioning. All analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, DBE utilization reports, other documents, and other items required by this Contract submitted to the Caltrans Contract Manager for review shall be marked clearly as being fully checked or unchecked, and that the preparation of the material followed the quality control plan established for the work. The Quality Control/Quality Assurance (QC/QA) plan shall contain provisions for the development of appropriate "checklists" to maintain product quality and control. These "checklists" shall be delivered to the Caltrans Contract Manager with the QC/QA plan. The Consultant shall update these documents when directed by the Caltrans Contract Manager. Within thirty (30) calendar days of the Notice to Proceed (NTP), the Consultant shall submit to the Caltrans Contract Manager or Caltrans designee a job specific QC/QA plan and staffing plan.

17. Subject to Caltrans review, approval, and acceptance, the Consultant has total responsibility for and shall verify the accuracy and completeness of the analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, DBE utilization reports, other documents, and other items required by this Contract prepared by the Consultant or its Subconsultants for the projects as specified in this Contract and in each Task Order. All analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract shall be reviewed by Caltrans for conformity with project standards and the requirements in the Task Order and this Contract. The analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, DBE utilization reports, other documents, and other items required by this Contract are subject to Caltrans' review, approval, and acceptance. Reviews by Caltrans do NOT include detailed review or checking of major components, quantitative calculations, related details or accuracy of information. The responsibility for accuracy and completeness of such items remains solely that of the Consultant.
18. The Caltrans Contract Manager shall address all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this Contract.
19. Prepare the analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, DBE utilization reports, other documents, and other items required by this Contract in accordance with prevailing industry standards and in a form acceptable to the Caltrans Contract Manager. These items shall identify the preparer, the designated reviewers, and the criteria for acceptance. The deliverables shall satisfy the Caltrans acceptance criteria and tests. The work product shall be complete, of neat appearance, well-organized, technically and grammatically correct, independently checked for error, checked by designated reviewers (Caltrans and Consultant Personnel), dated, and shall conform to industry standards and all applicable Caltrans, State, and Federal Standards, Requirements, and Procedures. All deliverables shall be approved by the Caltrans Contract Manager or Caltrans designee.

The minimum standard of appearance, organization, and content of analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, DBE utilization reports, other documents,



and other items required by this Contract, shall be that of similar types produced by Caltrans and set forth in related Caltrans manuals.

Caltrans and the Consultant shall develop and agree to a schedule for the services and deliverables to be completed and delivered, and where appropriate, for acceptance criteria and acceptance tests that the services and deliverables must satisfy as a prerequisite for approval by Caltrans. All deliverables shall satisfy the Standards set forth in “Standards” Section in order to be accepted for payment.

U. Construction Engineering, Construction Scheduling and Construction Inspection Deliverables.

1. The Consultant shall obtain written approval from Caltrans for all analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract. If there are no Caltrans standardized forms, the format and content requirements for all analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract shall be specified in each Task Order. All analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract to be used for the project will be specified in the Task Order.
2. All Construction Engineering, Construction Scheduling and Construction Inspection Services analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract performed on computer shall be delivered to Caltrans including, but not limited to, the formats specified below:
  - a. Text-based documents shall be submitted as an Adobe Portable Document Format (“pdf”) file using Adobe Acrobat Professional version 5 or later software. The pdf file shall be inclusive of all graphics (e.g. page orientation, photographs or other images, charts, and tables) and be suitable for printing in final form. The pdf file shall:
    - i. Contain functioning bookmarks, indexes, tables of contents or other hyperlinks as required by the Task Order.

- ii. Be configured (e.g. bookmarks, indexes, table of contents, thumbnails, annotations, signatures, and security settings) as required, or as directed by the Task Order.
    - iii. Be optimized for use by Adobe Acrobat Reader 10 or newer.
  - b. Text-based documents shall also be submitted in Microsoft Word format, version 2007 or later version. The document shall include all graphics (e.g. photographs, image graphics, charts, and tables). Photographs shall be in “jpeg” file format. Other image graphics shall be in “gif” format unless otherwise specified.
  - c. All graphics (e.g. photographs or other drawings) shall be submitted separately from the pdf and Microsoft Word documents in archive-type file formats (e.g. photographs and bitmapped drawings as “tif”, Microstation drawings as “dgn”, and vector drawings as “ai”) unless otherwise specified. The intent of this section is for the Consultant to provide Caltrans with a copy of each graphic in an uncompressed file format for archive purposes. The Consultant may suggest alternative formats that are compatible with this goal.
  - d. Spreadsheet files shall be submitted in Microsoft Excel format, version 2007 or later version, or format currently in use by Caltrans.
  - e. Word processing files shall be submitted in Microsoft Word format, version 2007 or later version, or format currently in use by Caltrans.
  - f. Database files shall be submitted in Microsoft Access format, version 2007 or later version, or format currently in use by Caltrans.
  - g. The Consultant shall not format digital electronic files as “view only” or “read only” unless so specified in the Task Order.
  - h. Other - As specified in the Task Order.
  - i. All scheduling deliverables and documents performed on computer shall be delivered to Caltrans in the specified formats per executed Task Orders.
  - j. Schedules in Critical Path Method (CPM) software, with Primavera Project Planner (P3, P6) and SureTrak, or any updated version, as a minimum; Scheduler Analyzer Pro; and Microsoft Projects. The Consultant shall have an access to use additional industry standard CPM software, used by the contractors.
3. Consultant Daily reports, extra work diaries shall be delivered to the Caltrans Resident Engineer (RE) daily.
4. Construction contract progress payment quantity documents shall be delivered to the Caltrans Resident Engineer within five (5) working days after completion of the work or no later than the last working day proceeding the 20th of each month.

5. Final payment quantity documents shall be delivered to the Caltrans Resident Engineer no later than five (5) working days after acceptance by Caltrans of the completed construction project final pay item.
6. Field measurements, test data and other documents as required by Caltrans procedures shall be recorded, maintained and submitted as directed by the Caltrans Resident Engineer.

V. Conflict of Interest.

1. The prime consultants, subconsultants and their subsidiaries thereof who may provide, has provided, or is currently providing design engineering services and/or construction engineering services under a contractual relationship with a construction contractor(s) on any Caltrans project listed in this Scope of Work, must disclose the contractual relationship, the dates and the nature of the services (either actually provided or potentially to be provided under the contract(s)).

The prime consultants, subconsultants and their subsidiaries are required to disclose in the SOQ and throughout the term of the awarded contract any design engineering services including claim services, lead project management services and construction engineering services provided to Caltrans and all consultant clients which either actually provided or potentially to be provided under that contract(s) on the projects listed in this SOW.

Throughout the contract term, the prime consultant will ensure that the consultant and its subconsultants will agree that, prior to providing any engineering services to any construction contractor on any of the Caltrans projects listed in this SOW, it will disclose all actual and potential business relationship and mitigation efforts, if any, to eliminate any conflicts of interest and will submit a written request, and seek Caltrans' consent to render those services.

The submitted documentation regarding conflicts of interest will be used for determining potential conflicts of interest; Caltrans will use this documentation to determine whether the consultant or subconsultant may work on specific projects. A conflict of interest may include a situation in which, during the term of the Contract, the consultant or any subconsultants provide engineering services to a construction contractor who is awarded a contract with Caltrans on a project for which the consultant or subconsultant is working on an assigned Task Order under this contract. In this situation, the Consultant must immediately notify the Caltrans Contract Manager regarding the conflict. The Caltrans Contract Manager will then terminate the Task Order involving the conflict of interest and Caltrans may obtain the conflicted services in any way allowed by law. Failure by the Consultant to

notify the Caltrans Contract Manager is grounds for termination of the contract for default pursuant to Exhibit D, Section III, Termination, of the awarded Contract. The Consultant and its subconsultants have not, currently do not, and will not provide design engineering services including lead project management services and claim services on the same Caltrans project(s) identified in this SOW.

All construction management deliverables including construction inspection produced by the Consultant and its subconsultants shall be free of any actual or potential conflict of interest and shall be subject to the approval and acceptance by the Caltrans Contract Manager.

In the event of non-acceptance due to discovery of conflict of interest, the Consultant shall provide replacement deliverables free of any conflict of interest as a prerequisite for receipt of payment and at no additional cost to Caltrans. In the event the Consultant is unable to provide replacement deliverables, the Consultant shall not receive compensation for the deliverables containing the conflict of interest. If work is later determined to contain a conflict of interest, either the Consultant shall reimburse Caltrans for any amount paid for the conflicted work or Caltrans may deduct that payment from any current or future amounts owed to the Consultant. Failure by the Consultant to disclose any conflict of interest to the Caltrans Contract Manager is grounds for termination of the contract for default pursuant to Exhibit D, Section III, Termination, of the awarded contract.

Some examples of conflict of interest are:

- Providing design engineering services and Construction Management/Inspection services for the same project listed in this SOW.
- Providing roadway inspection services and any Construction Management services for the construction contractor and/or Caltrans on the same project.

W. Travel

In location(s) where the Consultant personnel is expected to work for extended period(s) of time, the Consultant shall either relocate the personnel or make every effort to hire local persons.

X. List of Abbreviated Terms.

A&E:	Architectural & Engineering
ABET:	Accreditation Board of Engineering and Technology
BATA:	Bay Area Toll Authority
BMP:	Best Management Practices
CCO:	Contract Change Order

CFR:	Code of Federal Regulation
COE:	Construction Office Engineer
CPM:	Critical Path Method
CTC:	California Transportation Commission
CTM:	California Test Method
DBE:	Disadvantage Business Enterprise
EIT:	Engineer In Training
FHWA:	Federal Highway Administration
NTP:	Notice To Proceed
PDT:	Project Development Team
QA:	Quality Assurance
QC:	Quality Control
QSD:	Qualified Stormwater Developer
QSP:	Qualified Stormwater Preparer
RWQCB:	Regional Water Quality Control Board
SOQ:	Statement Of Qualifications
SOW:	Scope Of Work
SWPPP:	Storm Water Pollution Prevention Plan
TIA:	Time Impact Analysis
TIS:	Traffic Impact Studies
TO:	Task Order
WBS:	Work Breakdown Structure
WSG:	Work plan Standard Guide

Proposed Caltrans Projects	
Project ID	Description
0413000350	Lagunitas Creek Bridge
0412000635	Washout near Marin City
0412000636	San Quentin Slope failure
0412000116	Estero Americano bridge replacement
0400021211	Curb Ramps
0400021259	Storm Damage Near Slide Ranch, Mrn-1-PM 8.1
0414000521	MRN-101 Storm damage restoration
0414000529	Tennessee Valley Storm Damage
0412000027	Mrn Curb Ramps
0412000117	Mrn Barrier Replacement
0413000049	Mrn Brdg Rehab
0413000295	MRN.ct line rumble
0412000126	SR 128 Conn Creek Bridge Replacement
0400000817	SR 121 Sarco Creek Bridge Replacement
0400021254	SR 128 Knoxville Storm Damage
0414000426	Napa 29 NB First St. Roundabouts
0414000530	Storm Damage Adjacent to Capell Creek
0412021276	Downtown Calistoga ADA Ramps
0412000134	Napa River Bridge Replacement
0412000310	Hiuchica Creek - Remove Culverts and Widen roadway
0412000491	SR 29 Concrete Barrier
0413000051	Capell Creek Bridge Rehab
0413000258	SR 29 CAPM Napa
0414000084	SF-101 Lombard St., Perform CAPM Work
0412000141	SF 101 Alemany Circle UC
0415000130	SF-35 Sloat Blvd
0400001180	SF-001 Hiway Rehab From 280 to Ruckman Avenue
0413000437	92 RSP
0413000444	Pigeon Point Slope Protection
0400002011	El Camino Real/Floribunda Left-Turn Channelization
0412000496	92/82 IC
0400000680	101 / Willow Rd Interchange
0413000140	SM-1- CAPM-AC Resurface, RCamargo, SDE
0413000431	Red Top Road
0412000312	I-80/I-680 connector P3
0414000029	sol 80 raise oc
0412000153	Dan Wilson Creek Br.
0412000497	Median Barrier
0412000477	Laurel Street OC
0412000483	Midway and Meridian OC
0412000504	Intersection Improvement -Roundabout-route 12 and 113
0413000057	Mrn 101 Miller & Sol 80 Suisun
0413000147	Vegetation Control/Gore Paving
0400000129	Gleason Realignment
0414000021	Roadway Rehab Windsor to Geyserville
0414000476	Big Pave Segment-2
0400000487	SON 116/Mirabel Roundabout
0414000190	Replace Retaining Wall, repair drainage, RSP, Son-116-PM 13.6/13.9
0414000523	Petuluma Crk Br Storm Damage Repair
0414000527	SON-1 soldier pile wall and RSP
0414000528	Grant Avenue UC - Repair Abutment Washout
0400021271	SON-1 Bay Hill Rd RSP
0400021272	Blue Slide Retaining Walls
0412000157	SON-12/101 Gore Paving & MVPS
0412000314	SON-12/101 Farmers Ln Median Barrier & MGS
0412000463	SON 116/Llano Rd LT
0412000490	SON 101 Off-ramp Improvement